

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER DACW67-01-R-0005	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (BIF) <input checked="" type="checkbox"/> NEGOTIATED (BFF)	3. DATE ISSUED January 18, 2001	PAGE OF PAGES 1 of 104
	4. REQUESTION/PURCHASE REQUEST NUMBER W68MD9-0347-4924			
5. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB PO Box 3755 Seattle, WA 98124-3755		6. PROJECT NUMBER W68MD9		
7. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 Seattle, WA 98124-3755		8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB Seattle, WA 98124-3755		
9. FOR INFORMATION CALL See Information Page inside Front Cover		10. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS) See Information Page inside Front Cover		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offers" mean "bid" and "bids".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying number, date):

Furnish all labor, materials and equipment and perform all work for Infrastructure, O&M Support, Construction and Maintenance Services, Bunker Hill Superfund Site, Kellogg, Idaho, in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation No. DACW67-01-R-0005 dated 18 January 2001 with 3 amendments thereto.
- Wage Determination No. ID010001 with 1 modification thereto.
- Drawings as listed in Section 00800.
- See Page 00010-2A for alterations to the contract.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Paragraph SC-1, 00800</u>)
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in item 8 by 2:00 p.m. (hour) local time February 20, 2001 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.

Offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

- C. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

D G & S Company
P O Box 219
Kingston, ID 83839
Tax ID No: 82-0324145 DUNS No: 07-818-8141
eMail: dgsecompany@AOL.com

15. TELEPHONE NUMBER (Include area code)

(208) 682-3330

FAX: (208) 682-9166

16. REMITTANCE ADDRESS (Include only if different than item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

See page 2-b thru 2-j

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS


(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1	2	3							
DATE	1/31/01	2/7/01	2/14/01							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Scott Nearing, President

20B. SIGNATURE



20C. OFFER DATE

02-16-01

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

Base Year (Per Schedule Page 00010-2b - 2a)

22. AMOUNT

NTE

\$1,322,795.00

23. ACCOUNTING AND APPROPRIATION DATA

See Alterations Page 00010-2A

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304a) ()☐ 41 U.S.C. 253a) ()

26. ADMINISTERED BY

CODE

US Army Corps of Engineers
ATTN: Bunker Hill Resident Office
1005 McKinley Ave
Kellogg, ID 83837-2513

27. PAYMENT WILL BE MADE BY

Environmental Protection Agency
Cincinnati Financial
Management Center
Cincinnati, OH 45268-7002 IAG DW96957341

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

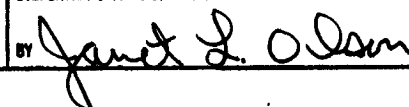
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)31A. NAME OF CONTRACTING OFFICER (Type or print)
JANET L. OLSON

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY 

30 MAR 01

STANDARD FORM 1442 BACK (REV. 4-95)

IFB No: DACW67-01-R-0005
Contract No: DACW67-01-D-1002

ALTERATIONS IN CONTRACT

(FAR 52.252-4) (APR 1984)

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. The following new and revised Davis Bacon Wage Rates hereby supersedes and replaces the referenced old Davis Bacon Wage Rates that follow Section 00800, in their entirety:

OLD: General Decision Number ID000001, Modification 10, 10/20/00

NEW: General Decision Number ID010001, Modification 1, 03/09/01

2. In accordance with Section 00840, page 00840-1, paragraph 5, INDEFINITE QUANTITY, two percent of the maximum possible amount for the base year of this contract is hereby obligated. Accounting and appropriation data are as follows:

68X81450000 000000	252000341V010341	NA	NA - \$26,455.90
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CONTRACT NUMBER: DACW67-01-R-0005

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, Deborah Nearing, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that Scott Nearing who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Deborah Nearing (CORPORATE
(Secretary) SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SCHEDULE A
BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISC. CAPPING, ROADWAY SURFACING/REPAIR & UTIL. REPAIR (02722, 02316)					
0001	Base Course Gravel (Material Only)	4000	TONS	\$ <u>7.25</u>	\$ <u>29,000.00</u>
0002	Bedding Sand (Material Only)	200	TONS	\$ <u>6.75</u>	\$ <u>1,350.00</u>
ROADWAY CLEANING AND MAINTENANCE (02985)					
0003	Water Truck, 4,000 Gallon	800	HR	\$ <u>55.00</u>	\$ <u>44,000.00</u>
0004	Sand Truck, 10-12 CY w/Sand Dispersal Tailgate	200	HR	\$ <u>56.00</u>	\$ <u>11,200.00</u>
0005	Road Treatment Sand (Material Only)	500	TONS	\$ <u>8.00</u>	\$ <u>4,000.00</u>
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	200	HR	\$ <u>55.00</u>	\$ <u>11,000.00</u>
0007	Mow Roadside Weeds	80	HR	\$ <u>55.00</u>	\$ <u>4,400.00</u>
0008	Plow Snow from Roads and Parking Areas	<u>400</u>	<u>HR</u>	\$ <u>68.00</u>	\$ <u>27,200.00</u>
					NSP
0008AA	Plow Snow—Regular Hours	400	HR	\$ <u> </u>	\$ <u> </u>
0008AB	Plow Snow—OT Hours	80	HR	\$ <u> </u>	\$ <u> </u>
EROSION CONTROL (02370)					
0009	Provide Silt Fence	1,000	LF	\$ <u>1.50</u>	\$ <u>1,500.00</u>
0010	Provide Straw Bale Barrier				
0010AA	Weed Free Bales	250	BALE	\$ <u>5.00</u>	\$ <u>1,250.00</u>
0010AB	Non-Weed Free Bales	250	BALE	\$ <u>3.50</u>	\$ <u>875.00</u>
0011	Hydroseed	25	ACRE	\$ <u>1,200.00</u>	\$ <u>30,000.00</u>
MISCELLANEOUS WORK REQUESTS					
0012	Electrical (02951)	60	MAN-HR	\$ <u>35.00</u>	\$ <u>2,100.00</u>
0013	Plumbing (02951)	20	MAN-HR	\$ <u>35.00</u>	\$ <u>700.00</u>
0014	Mechanical Maintenance and Repair (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>
0015	Painting (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>

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SCHEDULE A (Con.)

BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0016	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	<u>1,100</u>	<u>HR</u>	<u>\$ 89.00</u>	<u>\$97,900.00</u> NSP
0016AA	Hydraulic Excavator - Regular Hours	<u>1,100</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0016AB	Hydraulic Excavator - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0017	Motor Grader (175 Hp minimum)	<u>1,100</u>	<u>HR</u>	<u>\$ 70.00</u>	<u>\$77,000.00</u> NSP
0017AA	Motor Grader - Regular Hours	<u>1,100</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0017AB	Motor Grader - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0018	Front End Loader - Wheeled, 2 CY	<u>150</u>	<u>HR</u>	<u>\$ 63.00</u>	<u>\$9,450.00</u> NSP
0018AA	Loader - Regular Hours	<u>150</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0018AB	Loader - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0019	Rubber Tire Backhoe - 3/4 CY	<u>150</u>	<u>HR</u>	<u>\$ 50.00</u>	<u>\$7,500.00</u> NSP
0019AA	Backhoe - Regular Hours	<u>150</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0019AB	Backhoe - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0020	End Dump Truck (12 - 14 CY)	<u>2,200</u>	<u>HR</u>	<u>\$ 54.50</u>	<u>\$119,900.00</u> NSP
0020AA	Dump Truck - Regular Hours	<u>2,200</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0020AB	Dump Truck - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0021	Track Type Bulldozer (Minimum 75 Hp)	<u>500</u>	<u>HR</u>	<u>\$ 60.00</u>	<u>\$30,000.00</u> NSP
0021AA	D-3 dozer - Regular Hours	<u>500</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0021AB	D-3 dozer - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0022	Track Type Bulldozer (Minimum 140 Hp)	<u>1,000</u>	<u>HR</u>	<u>\$ 65.00</u>	<u>\$65,000.00</u> NSP
0022AA	D-6 dozer - Regular Hours	<u>1,000</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>
0022AB	D-6 dozer - OT Hours	<u>22</u>	<u>HR</u>	<u>\$ _____</u>	<u>\$ _____</u>

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SCHEDULE A (Con.)

BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
0023	Track Type Bulldozer (Minimum 300 Hp)	<u>1,100</u>	<u>HR</u>	<u>\$ 89.00</u>	<u>\$97,900.00</u> NSP
0023AA	D-8 dozer Regular Hours	1,100	HR	\$	\$
0023AB	D-8 dozer OT Hours	22	HR	\$	\$
0024	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	<u>1,500</u>	<u>HR</u>	<u>\$59.50</u>	<u>\$89,250.00</u> NSP
0024AA	Vibratory Compactor Regular Hours	1,500	HR	\$	\$
0024AB	Vibratory Compactor OT Hours	22	HR	\$	\$
MISCELLANEOUS SUPERVISION AND LABOR					
0025	On-Site Construction Supervisor	<u>1,500</u>	<u>MAN-HR</u>	<u>\$18.00</u>	<u>\$27,000.00</u> NSP
0025AA	Supervisor Regular Hours	1,500	MAN-HR	\$	\$
0025AB	Supervisor OT Hours	20	MAN-HR	\$	\$
0026	Safety Professional	<u>800</u>	<u>MAN-HR</u>	<u>\$ 50.00</u>	<u>\$40,000.00</u> NSP
0026AA	Safety Professional Regular Hours	800	MAN-HR	\$	\$
0026AB	Safety Professional OT Hours	20	MAN-HR	\$	\$
0027	Incidental Laborers	<u>4,500</u>	<u>MAN-HR</u>	<u>\$30.76</u>	<u>\$137,430.00</u> NSP
0027AA	Laborer Regular Hours	4,500	MAN-HR	\$	\$
0027AB	Laborer OT Hours	22	MAN-HR	\$	\$
0028	MOBILIZATION/DEMOBILIZATION	1	EACH	LS	\$100,000
0029	MATERIALS ALLOWANCE	1	EACH	LS	\$100,000
0030	NON-PRE-PRICED WORK	1	EACH	LS	\$100,000
0031	PERFORMANCE BONDS AND PAYMENT BONDS	1	EACH	LS	\$20,000
0032	ACCIDENT PREVENTION PLAN ADDENDUM	1	JOB	LS	\$5,000
0033	DIVISION 1 PLANS	1	JOB	LS	<u>\$100.00</u>
TOTAL AMOUNT BASE PERIOD					<u>\$1,322,795.00</u>

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01015

Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates a row that is not separately priced

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax. Costs of performance and payment bonds will be separately determined and added to the cost for each individual task order.

Refer to Section 01025 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01110.

The dollar amounts established in Items No. 0028, 0029, 0030, 0031 and 0032 shall not be revised by bidders.

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SCHEDULE B
 FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISC. CAPPING, ROADWAY SURFACING/REPAIR & UTIL. REPAIR (02722, 02316)					
0001	Base Course Gravel (Material Only)	1000	TONS	\$ <u>7.25</u>	\$ <u>7,250.00</u>
0002	Bedding Sand (Material Only)	200	TONS	\$ <u>6.75</u>	\$ <u>1,350.00</u>
ROADWAY CLEANING AND MAINTENANCE (02985)					
0003	Water Truck, 4,000 Gallon	400	HR	\$ <u>55.00</u>	\$ <u>22,000.00</u>
0004	Sand Truck, 10-12 CY w/Sand Dispersal Tailgate	100	HR	\$ <u>56.00</u>	\$ <u>5,600.00</u>
0005	Road Treatment Sand (Material Only)	500	TONS	\$ <u>8.00</u>	\$ <u>4,000.00</u>
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	100	HR	\$ <u>55.00</u>	\$ <u>5,500.00</u>
0007	Mow Roadside Weeds	40	HR	\$ <u>55.00</u>	\$ <u>2,200.00</u>
0008	Plow Snow from Roads and Parking Areas	<u>200</u>	<u>HR</u>	\$ <u>68.00</u>	\$ <u>13,600.00</u>
					NSP
0008AA	Plow Snow - Regular Hours	200	HR	\$ _____	\$ _____
0008AB	Plow Snow - OT Hours	40	HR	\$ _____	\$ _____
EROSION CONTROL (02370)					
0009	Provide Silt Fence	1,000	LF	\$ <u>1.50</u>	\$ <u>1,500.00</u>
00010	Provide Straw Bale Barrier				
0010AA	Weed Free	250	BALE	\$ <u>5.00</u>	\$ <u>1,250.00</u>
0010AB	Non-Weed Free	250	BALE	\$ <u>3.50</u>	\$ <u>875.00</u>
0011	Hydroseed	25	ACRE	\$ <u>1,200.00</u>	\$ <u>30,000.00</u>
MISCELLANEOUS WORK REQUESTS					
0012	Electrical (02951)	60	MAN-HR	\$ <u>35.00</u>	\$ <u>2,100.00</u>
0013	Plumbing (02951)	20	MAN-HR	\$ <u>35.00</u>	\$ <u>700.00</u>
0014	Mechanical Maintenance and Repair (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>
0015	Painting (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>

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01015

Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

SCHEDULE B (Con.)
FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0016	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	<u>1,100</u>	<u>HR</u>	<u>\$ 89.00</u>	<u>\$97,900.00</u> NSP
0016AA	Hydraulic Excavator - Regular Hours	1,100	HR	\$	\$
0016AB	Hydraulic Excavator - OT Hours	22	HR	\$	\$
0017	Motor Grader (175 Hp minimum)	<u>275</u>	<u>HR</u>	<u>\$ 70.00</u>	<u>\$19,250.00</u> NSP
0017AA	Motor Grader - Regular Hours	275	HR	\$	\$
0017AB	Motor Grader - OT Hours	22	HR	\$	\$
0018	Front End Loader - Wheeled, 2 CY	<u>110</u>	<u>HR</u>	<u>\$ 63.00</u>	<u>\$6,930.00</u> NSP
0018AA	Loader - Regular Hours	110	HR	\$	\$
0018AB	Loader - OT Hours	22	HR	\$	\$
0019	Rubber Tire Backhoe - 3/4 CY	<u>55</u>	<u>HR</u>	<u>\$ 50.00</u>	<u>\$2,750.00</u> NSP
0019AA	Backhoe - Regular Hours	55	HR	\$	\$
0019AB	Backhoe - OT Hours	22	HR	\$	\$
0020	End Dump Truck (12 - 14 CY)	<u>2,200</u>	<u>HR</u>	<u>\$ 54.50</u>	<u>\$119,900.00</u> NSP
0020AA	Dump Truck - Regular Hours	2,200	HR	\$	\$
0020AB	Dump Truck - OT Hours	22	HR	\$	\$
0021	Track Type Bulldozer (Minimum 75 Hp)	<u>110</u>	<u>HR</u>	<u>\$ 60.00</u>	<u>\$6,600.00</u> NSP
0021AA	D-3 dozer - Regular Hours	110	HR	\$	\$
0021AB	D-3 dozer - OT Hours	22	HR	\$	\$
0022	Track Type Bulldozer (Minimum 140 Hp)	<u>550</u>	<u>HR</u>	<u>\$ 65.00</u>	<u>\$35,750.00</u> NSP
0022AA	D-6 dozer - Regular Hours	550	HR	\$	\$
0022AB	D-6 dozer - OT Hours	22	HR	\$	\$

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SCHEDULE B (Con.)
FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
0023	Track Type Bulldozer (Minimum 300 Hp)	<u>1,100</u>	<u>HR</u>	<u>\$ 89.00</u>	<u>\$97,900.00</u> NSP
0023AA	D-8 dozer Regular Hours	<u>1,100</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0023AB	D-8 dozer OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0024	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	<u>550</u>	<u>HR</u>	<u>\$ 59.50</u>	<u>\$32,725.00</u> NSP
0024AA	Vibratory Compactor Regular Hours	<u>550</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0024AB	Vibratory Compactor OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
MISCELLANEOUS SUPERVISION AND LABOR					
0025	On-Site Construction Supervisor	<u>1,500</u>	<u>MAN-HR</u>	<u>\$ 18.00</u>	<u>\$27,000.00</u> NSP
0025AA	Supervisor Regular Hours	<u>1,500</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0025AB	Supervisor OT Hours	<u>20</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0026	Safety Professional	<u>800</u>	<u>MAN-HR</u>	<u>\$ 50.00</u>	<u>\$40,000.00</u> NSP
0026AA	Safety Professional Regular Hours	<u>800</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0026AB	Safety Professional OT Hours	<u>20</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0027	Incidental Laborers	<u>3,300</u>	<u>MAN-HR</u>	<u>\$ 30.76</u>	<u>\$101,308.00</u> NSP
0027AA	Laborer Regular Hours	<u>3,300</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0027AB	Laborer OT Hours	<u>22</u>	<u>MAN-HR</u>	<u>\$</u>	<u>\$</u>
0028	MOBILIZATION/DEMOBILIZATION	<u>1</u>	<u>EACH</u>	<u>LS</u>	<u>\$50,000</u>
0029	MATERIALS ALLOWANCE	<u>1</u>	<u>EACH</u>	<u>LS</u>	<u>\$50,000</u>
0030	NON-PRE-PRICED WORK	<u>1</u>	<u>EACH</u>	<u>LS</u>	<u>\$50,000</u>
0031	PERFORMANCE BONDS AND PAYMENT BONDS	<u>1</u>	<u>EACH</u>	<u>LS</u>	<u>\$20,000</u>
0032	ACCIDENT PREVENTION PLAN ADDENDUM	<u>1</u>	<u>JOB</u>	<u>LS</u>	<u>\$5,000</u>
TOTAL AMOUNT FIRST OPTION PERIOD					<u>\$883,738.00</u>

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01015

Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates a row that is not separately priced

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax. Costs of performance and payment bonds will be separately determined and added to the cost for each individual task order.

Refer to Section 01025 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01110.

The dollar amounts established in Items No. 0028, 0029, 0030, 0031 and 0032 shall not be revised by bidders.

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SCHEDULE C
SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISC. CAPPING, ROADWAY SURFACING/REPAIR & UTIL. REPAIR (02722, 02316)					
0001	Base Course Gravel (Material Only)	1000	TONS	\$ <u>7.25</u>	\$ <u>7,250.00</u>
0002	Bedding Sand (Material Only)	200	TONS	\$ <u>6.75</u>	\$ <u>1,350.00</u>
ROADWAY CLEANING AND MAINTENANCE (02985)					
0003	Water Truck, 4,000 Gallon	400	HR	\$ <u>55.00</u>	\$ <u>22,000.00</u>
0004	Sand Truck, 10-12 CY w/Sand Dispersal Tailgate	100	HR	\$ <u>56.00</u>	\$ <u>5,600.00</u>
0005	Road Treatment Sand (Material Only)	500	TONS	\$ <u>8.00</u>	\$ <u>4,000.00</u>
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	100	HR	\$ <u>55.00</u>	\$ <u>5,500.00</u>
0007	Mow Roadside Weeds	40	HR	\$ <u>55.00</u>	\$ <u>2,200.00</u>
0008	Plow Snow from Roads and Parking Areas	<u>200</u>	<u>HR</u>	\$ <u>68.00</u>	\$ <u>13,600.00</u>
					NSP
0008AA	Plow Snow—Regular Hours	200	HR	\$ <u> </u>	\$ <u> </u>
0008AB	Plow Snow—OT Hours	40	HR	\$ <u> </u>	\$ <u> </u>
EROSION CONTROL (02370)					
0009	Provide Silt Fence	1,000	LF	\$ <u>1.50</u>	\$ <u>1,500.00</u>
0010	Provide Straw Bale Barrier				
0010AA	Weed Free	250	BALE	\$ <u>5.00</u>	\$ <u>1,250.00</u>
0010AB	Non-Weed Free	250	BALE	\$ <u>3.50</u>	\$ <u>875.00</u>
0011	Hydroseed	25	ACRE	\$ <u>1,200.00</u>	\$ <u>30,000.00</u>
MISCELLANEOUS WORK REQUESTS					
0012	Electrical (02951)	60	MAN-HR	\$ <u>35.00</u>	\$ <u>2,100.00</u>
0013	Plumbing (02951)	20	MAN-HR	\$ <u>35.00</u>	\$ <u>700.00</u>
0014	Mechanical Maintenance and Repair (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>
0015	Painting (02951)	40	MAN-HR	\$ <u>35.00</u>	\$ <u>1,400.00</u>

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SCHEDULE C (Con.)
 SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0016	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	<u>1,100</u>	<u>HR</u>	<u>\$89.00</u>	<u>\$97,900.00</u> NSP
0016AA	Hydraulic Excavator - Regular Hours	<u>1,100</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0016AB	Hydraulic Excavator - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0017	Motor Grader (175 Hp minimum)	<u>275</u>	<u>HR</u>	<u>\$ 70.00</u>	<u>\$19,250.00</u> NSP
0017AA	Motor Grader - Regular Hours	<u>275</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0017AB	Motor Grader - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0018	Front End Loader - Wheeled, 2 CY	<u>110</u>	<u>HR</u>	<u>\$ 103.00</u>	<u>\$11,330.00</u> NSP
0018AA	Loader - Regular Hours	<u>110</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0018AB	Loader - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0019	Rubber Tire Backhoe - 3/4 CY	<u>55</u>	<u>HR</u>	<u>\$ 50.00</u>	<u>\$2,750.00</u> NSP
0019AA	Backhoe - Regular Hours	<u>55</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0019AB	Backhoe - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0020	End Dump Truck (12 - 14 CY)	<u>2,200</u>	<u>HR</u>	<u>\$54.50</u>	<u>\$119,900.00</u> NSP
0020AA	Dump Truck - Regular Hours	<u>2,200</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0020AB	Dump Truck - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0021	Track Type Bulldozer (Minimum 75 Hp)	<u>110</u>	<u>HR</u>	<u>\$ 60.00</u>	<u>\$6,600.00</u> NSP
0021AA	D-3 dozer - Regular Hours	<u>110</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0021AB	D-3 dozer - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0022	Track Type Bulldozer (Minimum 140 Hp)	<u>550</u>	<u>HR</u>	<u>\$ 65.00</u>	<u>\$35,750.00</u> NSP
0022AA	D-6 dozer - Regular Hours	<u>550</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>
0022AB	D-6 dozer - OT Hours	<u>22</u>	<u>HR</u>	<u>\$</u>	<u>\$</u>

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SCHEDULE C (Con.)
SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
0023	Track Type Bulldozer (Minimum 300 Hp)	<u>1,100</u>	<u>HR</u>	<u>\$ 89.00</u>	<u>\$97,900.00</u> NSP
0023AA	D-8 dozer Regular Hours	1,100	HR	\$ _____	\$ _____
0023AB	D-8 dozer OT Hours	22	HR	\$ _____	\$ _____
0024	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	<u>750</u>	<u>HR</u>	<u>\$ 59.50</u>	<u>\$44,625.00</u> NSP
0024AA	Vibratory Compactor Regular Hours	750	HR	\$ _____	\$ _____
0024AB	Vibratory Compactor OT Hours	22	HR	\$ _____	\$ _____
MISCELLANEOUS SUPERVISION AND LABOR					
0025	On-Site Construction Supervisor	<u>1,500</u>	<u>MAN-HR</u>	<u>\$ 18.00</u>	<u>\$27,000.00</u> NSP
0025AA	Supervisor Regular Hours	1,500	MAN-HR	\$ _____	\$ _____
0025AB	Supervisor OT Hours	20	MAN-HR	\$ _____	\$ _____
0026	Safety Professional	<u>800</u>	<u>MAN-HR</u>	<u>\$ 50.00</u>	<u>\$40,000.00</u> NSP
0026AA	Safety Professional Regular Hours	800	MAN-HR	\$ _____	\$ _____
0026AB	Safety Professional OT Hours	20	MAN-HR	\$ _____	\$ _____
0027	Incidental Laborers	<u>3,300</u>	<u>MAN-HR</u>	<u>\$ 36.76</u>	<u>\$121,308.00</u> NSP
0027AA	Laborer Regular Hours	3,300	MAN-HR	\$ _____	\$ _____
0027AB	Laborer OT Hours	22	MAN-HR	\$ _____	\$ _____
0028	MOBILIZATION/DEMObILIZATION	1	EACH	LS	\$50,000
0029	MATERIALS ALLOWANCE	1	EACH	LS	\$50,000
0030	NON-PRE-PRICED WORK	1	EACH	LS	\$50,000
0031	PERFORMANCE BONDS AND PAYMENT BONDS	1	EACH	LS	\$20,000
0032	ACCIDENT PREVENTION PLAN ADDENDUM	1	JOB	LS	\$5,000
TOTAL AMOUNT SECOND OPTION PERIOD					<u>\$ 875,638.00</u>

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01015

Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates a row that is not separately priced

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax. Costs of performance and payment bonds will be separately determined and added to the cost for each individual task order.

Refer to Section 01025 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01110.

The dollar amounts established in Items No. 0028, 0029, 0030, 0031 and 0032 shall not be revised by bidders.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 02/14/01	4. REQUISITION/PURCHASE REQ. NO. W68MD9-0347-4924		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT PO BOX 3755 SEATTLE WA 98124-3755		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.		
			X	DACW67-01-R-0005		
				9B. DATED (SEE ITEM 11) 01/18/01		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. Accounting and Appropriation Data (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) INFRASTRUCTURE, O&M SUPPORT, CONSTRUCTION AND MAINTENANCE SERVICES, BUNKER HILL SUPERFUND SITE, KELLOGG, IDAHO This Amendment three (03) provides for the following changes: 1. Revision to Section 01025 and the Schedule 2. Add Clause AFARS 4.9002, Reporting of Contractor Manpower Data Elements (DEC 2000) to Section 00700. 3. The attached revised and new specification pages supersede and replace corresponding specification pages and are to be inserted in sequence. Specification changes are generally identified, for convenience, by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been identified. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF SIGNER (Type or print) Bonilie L. Lackey			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

4. Proposal due time and date remain unchanged as follows:

20 February 2001 at 2:00 p.m., LOCAL TIME

5. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of the envelope in which the offer is enclosed to show amendment received.

Encl:

Section 00700

Schedule

Section 01025

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 07-Feb-2001		4. REQUISITION/PURCHASE REQ. NO. W68MD9-0347-4924		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE, WA 98124-3755		CODE DACW67		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-01-R-0005	
				X		9B. DATED (SEE ITEM 11) 18-Jan-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) INFRASTRUCTURE, O&M SUPPORT, CONSTRUCTION AND MAINTENANCE SERVICES, BUNKER HILL SUPERFUND SITE, KELLOGG, IDAHO This Amendment No. 0002 provides for the following information and changes: 1. The Corps of Engineers Safety Manual EM 385-1-1 is available at the following web site: http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm 2. Pre-Bid Site Walk minutes from 31 January 2001 are hereby attached. For information purposes only. 3. Revision to Sections 01010, 01025, 01110, 01330, 02985 and the Schedule.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				BONILIE L LACKEY / CONTRACT SPECIALIST			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		07-Feb-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

4. The attached revised and new specification pages supersede and replace corresponding specification pages and are to be inserted in sequence. Specification changes are generally identified, for convenience, by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been indicated.

5. Proposal due time and date remain unchanged as follows:

20 February 2001 at 2:00 p.m. LOCAL TIME

6. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of the envelope in which the offer is enclosed to show amendment received.

Encl:

Pre-Bid Site Minutes with Sign-In Sheet

Schedule

Section 01010

Section 01025

Section 01110

Section 01330

Section 02985

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 31-Jan-2001		4. REQUISITION/PURCHASE REQ. NO. W68MD9-0347-4924		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE, WA 98124-3755		CODE DACW67		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-01-R-0005	
				X		9B. DATED (SEE ITEM 11) 18-Jan-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) INFRASTRUCTURE, O&M SUPPORT, CONSTRUCTION AND MAINTENANCE SERVICES, BUNKER HILL SUPERFUND SITE, KELLOGG, IDAHO 1. This amendment one (0001) provides for the following changes: a. Revision to Section 00100, page 12 of 104, Evaluation Factor 2. Multi-Tasking b. Revision to Section 00100, page 14 of 104, Contractor Experience Form c. Addition to section 00800, SPECIAL CONTRACT REQUIREMENTS, the following: page 00800-9, DESIGN AUTHORIZATION							
Except as referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				BONILIE L LACKEY / CONTRACT SPECIALIST			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		31-Jan-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

3. The attached revised and new specification pages supersede and replace the corresponding pages and are to be inserted in sequence. Specification changes are generally identified, for convenience, either by strikeout for deletions, and double underlining of text for additions or a single dark line in the right hand margin. All portions of the revised or new pages shall apply whether or not changes have been indicated.

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark outside of envelope in which the offer is enclosed to show amendment received.

Enclosures:
Section 00100
Page 00800-9

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a

special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or

pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and

other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3

years.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees

under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a

payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and

Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees,

that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for

minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to

meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.

This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by

this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered

by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do

not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an

interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any

amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or

removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the

most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and

shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste

materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated

in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the

premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration

management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
 - (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
 - (e) Government action.
 - (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing.
 - (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

AFARS 4.9002 Reporting of Contractor Manpower Data Elements (DEC 2000)

(a) Scope. The following sets forth contractual requirements, and related policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site: <https://contractormanpower.us.army.mil/>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for "Research and Development" and "Other Services and Construction." The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at <https://contractormanpower.us.army.mil/>:

(1) Direct Labor. Direct labor hours and the value of those hours;

(2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate for Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay; and COLA differential; (iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates). Either method chosen should be consistently reported.

(e) Reporting Exemption(s). In the rare event the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements, and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower planning purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as Contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.us.army.mil>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related to:

(1) Reporting to Congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriation data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a reporting period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

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SECTION 00800

SPECIAL CLAUSES

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Section 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

(a) Delivery or performance period will be as specified in each individual task order issued hereunder.

(b) The Contractor shall be required to commence work within the time frame specified in the individual Task Orders, prosecute the work diligently, and complete the entire work ready for use not later than the number of calendar days specified in the Task Order. The time stated for completion shall include final cleanup of the premises and submittal of all final environmental reports. The Contractor shall ensure that all Task Order work under this contract is completed and that submittals are made in accordance with the time allowances and progress schedules set forth in individual Task Orders. The schedule is subject to adjustment by the Contracting Officer, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract statement of work under a task order, or any extension, the Contractor shall pay to the Government as liquidated damages, the sums specified below.

(1) For exceeding the specified performance period for any task order, the sum of \$547.00 for each calendar day of delay. Separate additional liquidated damages may be specified in an individual task order;

(2) For any number of task orders for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to \$758. for each calendar day of delay except when separate additional liquidated damages are specified in an individual task order(s). These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted above.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13) Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction of the various elements of the work. The change order granting the time extension may provide that the task order completion date will be extended only for those specific elements so delayed and that the remaining task order completion dates for all other portions of the work will not be altered and

may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe;
or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous materials and/or hazardous waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: For each task order, the statement of work may include indications of physical conditions for the site, either on the drawings and in the specifications, which are based on the result of site investigations and /or other data, including test holes, surveys and sampling.

(b) Weather Conditions: Each bidder shall be satisfied before submitting its bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting its bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the

Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, the Contractor shall obtain such additional lands or easements at its expense.

SC-9. DELETED.

SC-10. LAYOUT OF WORK (APR 95):

The Government has laid out the work based on the known physical features of the site, which is described in the individual task order and applicable drawings attached thereto, if any. The Contractor shall lay out its work using the same features and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work within the lines and grades or depths that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11 THROUGH SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII . Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase

arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. THROUGH SC-17. DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)(DOD FAR SUPP 252.236-7001)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(2) Will provide the Contractor, one copy of the statement of work (SOW) for each individual task order and one set of drawings/details (if separate) at time of issue. If changes to the SOW or any drawings/details are made during negotiations, a complete set of the SOW and drawings/details, as revised, will be provided to the Contractor at time of award of the task order.

(b) For each task order, the Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work under an individual task order shall conform to the statement of work and the contract drawings attached thereto.

(f) The Index of Drawings at the end of this section and the corresponding drawings attached hereinafter this Section describe general boundaries for the contract and Bunker Hill Superfund Site.

SC-19. THROUGH SC-23. DELETED.

INDEX OF DRAWINGS
(Attached to the Special Clauses as Sketches)

DRAWING NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
			Infra-Structure and O & M Support Construction and Maintenance Services, Idaho Panhandle		
		1	Northern Idaho – Contract Geographic Boundary		
		2	Bunker Hill Superfund Site - Vicinity Map		
		3	Bunker Hill Superfund Site General Features		
		4	Bunker Hill Superfund Site - General Site Plan (Former Industrial Areas)		

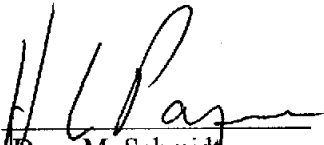
(Attachment follows)

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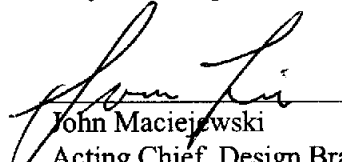
DESIGN AUTHENTICATION

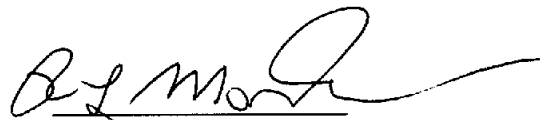
INFRASTRUCTURE, O&M SUPPORT, CONSTRUCTION AND MAINTENANCE SERVICES,
BUNKER HILL SUPERFUND SITE, IDAHO PANHANDLE

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.


FOR Dean M. Schmidt
Chief, Tech. Eng. & Review Section,
Construction Branch

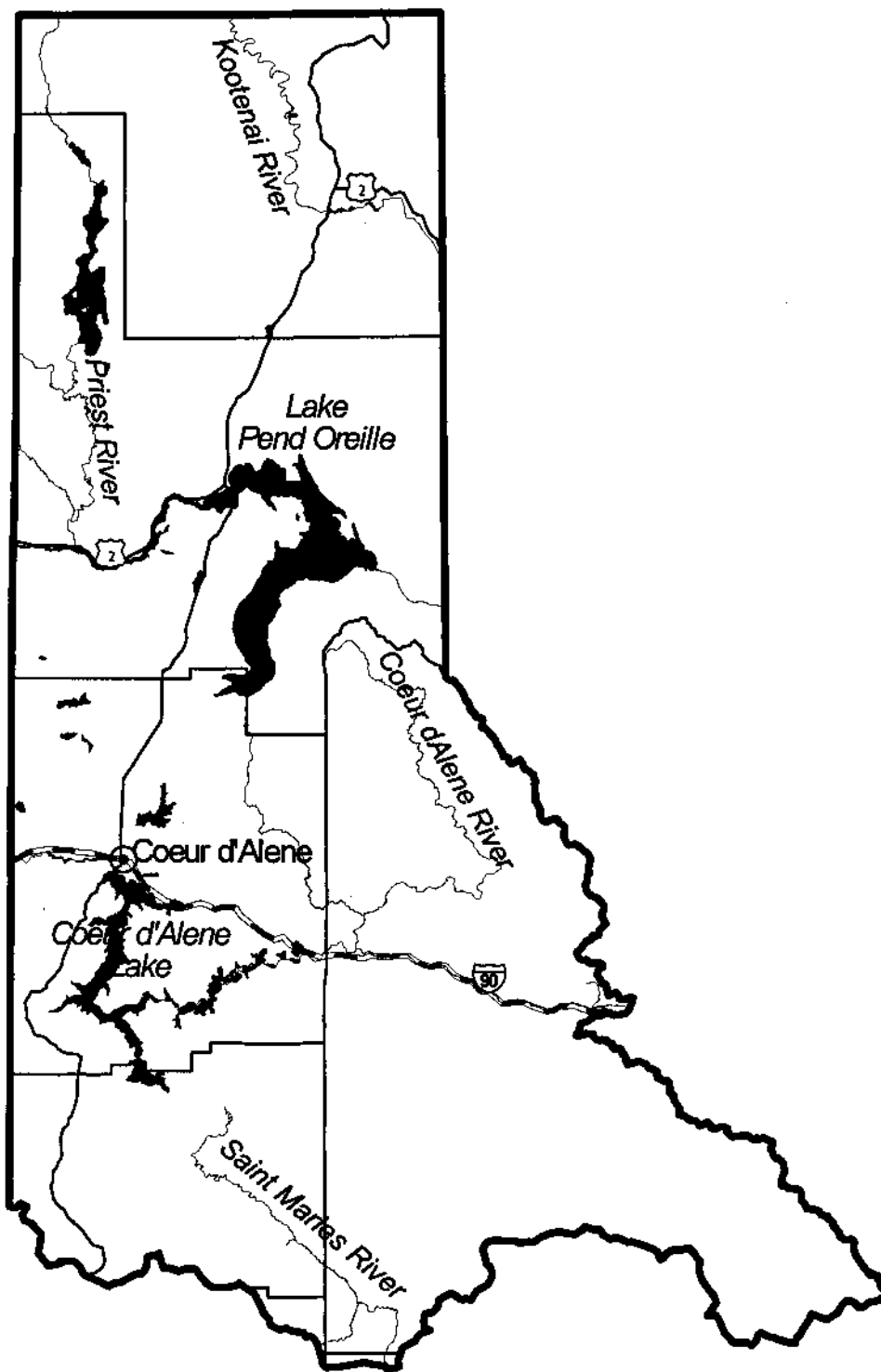

Dina Ginn
Project Manager


John Maciejewski
Acting Chief, Design Branch


Rick L. Moshier, P.E.
Chief, Engineering & Construction Division

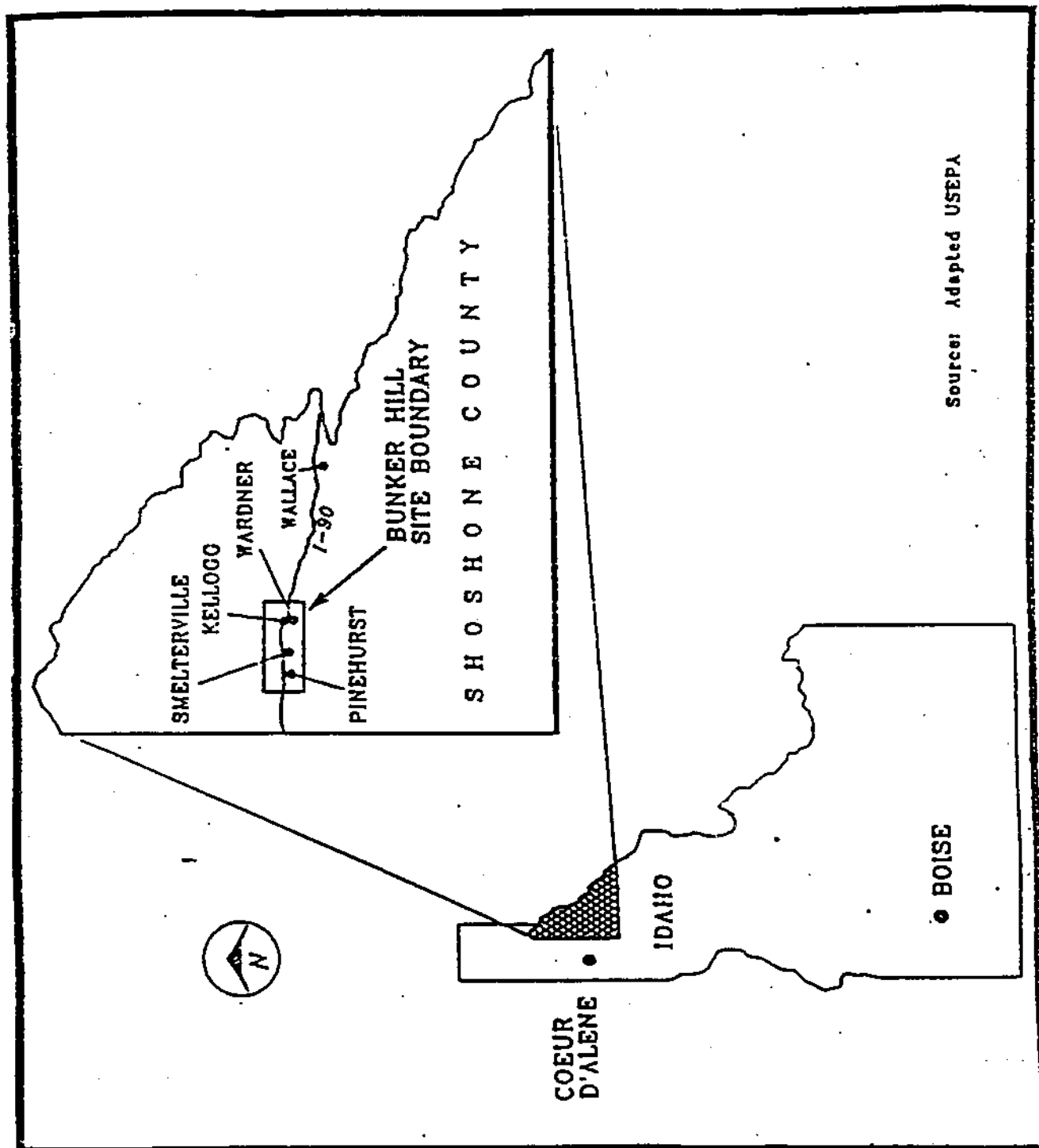
This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are within the scope of their employment as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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NORTHERN IDAHO - CONTRACT GEOGRAPHIC BOUNDARY

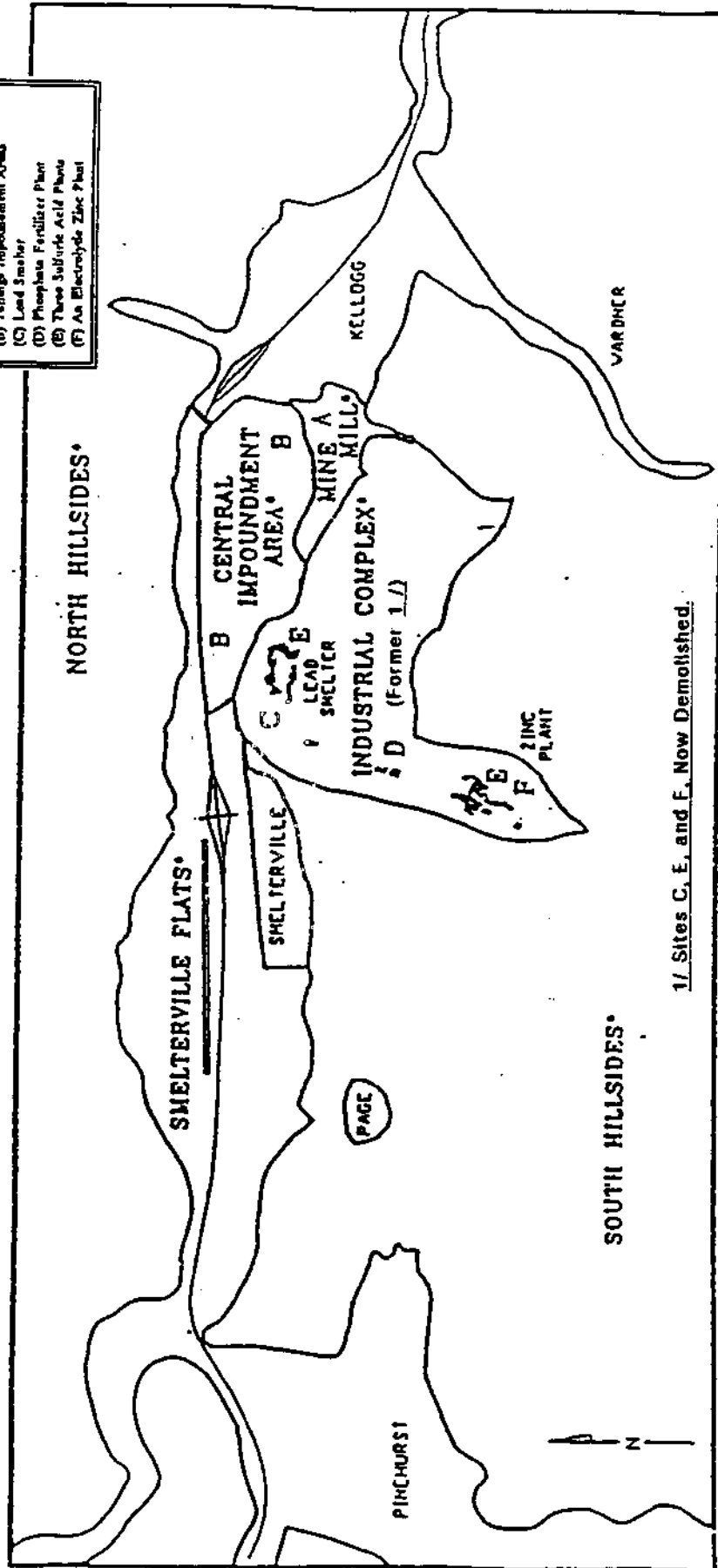
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BUNKER HILL SUPERFUND SITE VICINITY IN IDAHO

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- (A) Mine, Milling, and Concentration Operations
 (B) Tailings Impoundment Areas
 (C) Lead Smelter
 (D) Phosphate Fertilizer Plant
 (E) Three Sulfuric Acid Plants
 (F) An Electrolytic Zinc Plant

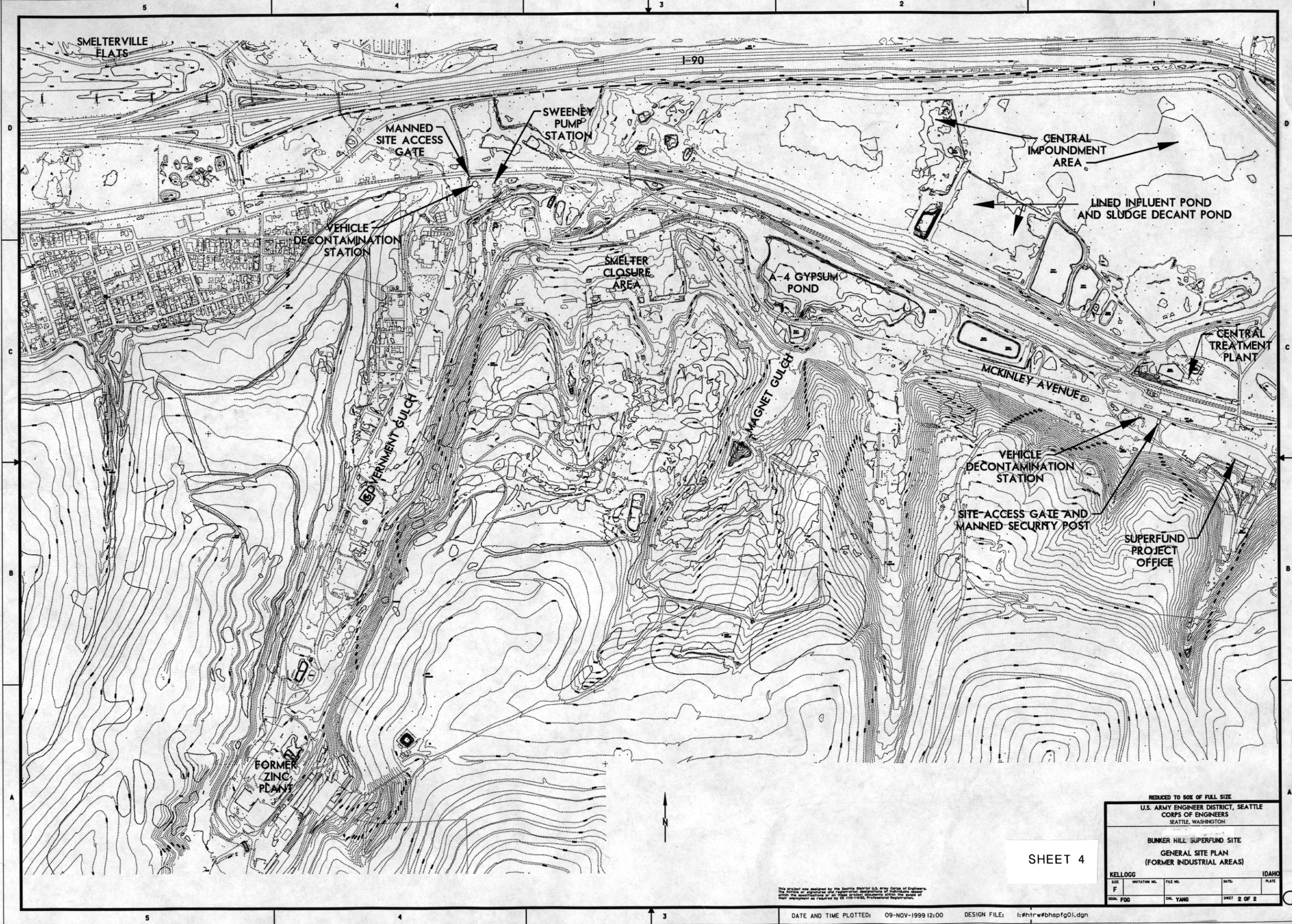


Approximate Three Mile by Seven Mile Boundaries

Source: Bunker Hill Inc. Original Map Data, Aerial Photo Data 7/83

BUNKER HILL SUPERFUND SITE GENERAL FEATURES WITH FIVE MAJOR* NON-POPULATED SUBAREAS, INDUSTRIAL FACILITIES, AND SUBUNITS

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DATE AND TIME PLOTTED: 09-NOV-1999 12:00
DESIGN FILE: i:\htrw\hspfg01.dgn

SHEET 4

This project was designed by the Seattle District U.S. Army Corps of Engineers.
The initials or signatures and registration designations of individuals doing
within the qualifications or are those of their respective offices, the scope of
their employment as required by 48 CFR 110-1.15, Professional Registration.

DATE AND TIME PLOTTED: 09-NOV-1999 12:00
DESIGN FILE: i:\htrw\hspfg01.dgn

REDUCED TO 50% OF FULL SIZE				
U.S. ARMY ENGINEER DISTRICT, SEATTLE CORPS OF ENGINEERS SEATTLE, WASHINGTON				
BUNKER HILL SUPERFUND SITE GENERAL SITE PLAN (FORMER INDUSTRIAL AREAS)				
KELLOGG				
SIZE	INTEGRATION NO.	FILE NO.	DATE	PLATE
F				
DESIGN	FOG	CHK. YANG	SHEET 2 OF 2	

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SECTION 00840

SPECIAL CONTRACT REQUIREMENTS

Table of Contents

<u>PARAGRAPH NO.</u>	<u>PARAGRAPH TITLE</u>
1.	PURPOSE AND SCOPE OF SERVICES
2.	PERIOD OF SERVICE
3.	ORDERING INFORMATION
4.	TASK ORDER LIMITATIONS
5.	INDEFINITE QUANTITY
6.	ORDERING PROCEDURES FOR TASK ORDERS
7.	PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS
8.	OPTION FOR INCREASED QUANTITY
9.	DAVIS-BACON WAGE RATES
10.	ORDER OF PRECEDENCE
11.	EVALUATION OF CONTRACTOR PERFORMANCE

01015
Infra-Structure, O&M Support, Construction and Maintenance Services
Bunker Hill Superfund Site, Kellogg, ID

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SECTION 00840 - SPECIAL CONTRACT REQUIREMENTS

1. **PURPOSE AND SCOPE OF SERVICES.** The purpose of this indefinite-delivery, indefinite-quantity contract is to provide general construction maintenance services for infrastructure support of the Bunker Hill Superfund Site and other Federal activities within the contract geographic boundaries. (See Section 01010 for geographic boundaries.) The Contractor shall provide construction services and perform the operations as generally described in this contract. Individual Task Orders issued under this contract will describe actual site operations to be performed on specific projects. The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract and the provisions of all Task Orders hereunder.

2. **PERIOD OF SERVICE.** Day one of the contract is the date of signature by the Contracting Officer. The ordering period for the contract shall automatically end upon completion of the base period, absent an extension. The contract shall include a base period, not-to exceed (NTE) one year and two option periods (NTE one year each), for a total contract performance period NTE three years. One year is defined as 365 consecutive days (or 366 days for a leap year). Each extension of the contract period shall be evidenced by modification to this contract. Only the Contracting Officer and Successor Contracting Officers have authority to modify the contract. Absent any extension, the ordering period shall automatically end upon termination of the base period. Expiration or termination of the ordering period shall not affect performance of any order issued during the effective period of this contract.

3. ORDERING INFORMATION.

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Such orders may be issued for the base and option periods in accordance with paragraph 2, PERIOD OF SERVICE, above.

b. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

c. The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract and the provisions of all Task Orders issued hereunder. To the extent of any inconsistency between the contract and a Task Order, provisions of this contract shall control.

d. The Contractor shall ensure that all contract work is completed in accordance with the time allowances and progress schedule set forth in each Task Order. The schedule is subject to adjustment by the Contracting Officer or duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

4. TASK ORDER LIMITATIONS.

a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

b. **Maximum Order.** The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. The Contractor is not obligated to honor –

- (1) Any single Task Order in excess of \$1,000,000;
- (2) A series of orders from the ordering office totaling more than \$1,000,000 within a seven (7) calendar-day period.

c. Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any Task Order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to accept the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

d. Except for any limitations on quantities in this paragraph (4) or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring simultaneous performance at multiple locations.

5. INDEFINITE QUANTITY (52.216-22 – OCT 1995) .

a. This is an indefinite-quantity contract for the services specified, and effective for the periods stated, in this section of the contract. Quantities of services specified in the Bid Schedule are estimates only and are not purchased by this contract. The Government will only pay the Contractor for the quantities ordered and accepted under Task Orders issued under this contract.

b. The price schedule for each period of the contract shall be in effect for 365 consecutive days (366 for a leap year).

c. Performance shall be made only as authorized by Task Orders issued in accordance with this section of the contract. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including a maximum of \$1 million per contract period.

d. The Government is not obligated to fund the maximum cumulative dollar amount of this contract. Each Task Order will have funds obligated on an individual basis. The Government intends to order a minimum of two percent (2%) of the maximum possible amount for the base year and, if the option years are exercised, one percent (1%) of the maximum possible option amount. Should the Government fail to order this amount of services during the applicable contract period, the Contractor may submit a claim as provided in the contract clause entitled "Disputes." In no event will the Government's liability under this circumstance exceed 2% of the maximum possible amount for the base period and, if the option years are exercised, 1% of the maximum possible option amount.

e. The Contractor will be compensated at the rates shown in Bid Schedule, for the duration of the contract.

6. ORDERING PROCEDURES FOR TASK ORDERS.

a. **ISSUING A TASK ORDER RFP.** When the Government requires work under this Contract, a Request for Proposal (RFP) will be issued. Each RFP will typically consist of the following:

1) A statement of work describing the services to be performed, which may include special instructions and conditions including sequence of work, and a set of sketches or drawings to define the basis of work for the order.

2) Applicable bid items with estimated quantities from the schedule;

3) Liquidated damages to be assessed for non-completion of the work (if other than those stated in Section 00800);

4) Schedule for task order preparation and work execution;

5) If applicable, the RFP will also indicate the time and date for a joint site visit (scoping meeting). Joint site visits may be accomplished in connection with each Task Order, prior to final agreement, to resolve any work requirements or a meeting may be held in person to discuss particulars of the work.

b. No bid bond or bid guarantee will be required for individual Task Orders.

c. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other pre-Task Order costs.

d. **SUBMISSION OF PROPOSAL BY CONTRACTOR.** The Contractor shall respond within the number of calendar days stated in the RFP by submitting a proposal to the Contracting Officer, or authorized representative, in accordance with the requirements stated in the RFP. Unless otherwise indicated in the RFP, proposals shall contain the following:

1) Proposed quantities for line items stated in the RFP, and any others materials or tasks that may be applicable;

2) Non-prepriced items (e.g., materials or tasks) broken out and separately priced. Include three price quotes from different manufacturers/suppliers for each item. Quotes shall be signed by an authorized representative of the manufacturer;

3) A completion schedule;

4) All submittals and documentation required by the contract to indicate that adequate layout, set-up, and planning to accomplish the work have been done.

5) Lump-sum price for all work to be performed under the Task Order.

e. **NEGOTIATION AND AWARD OF TASK ORDERS.**

1) Proposals will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. Upon conclusion of satisfactory discussions or negotiations (if required),

a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the statement of work or specifications. In any instance where there is failure to reach agreement on price, the Government reserves the right to withdraw the project and have it completed by other means. The awarded Task Order will be firm fixed-price with a specific completion date.

2) Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds or alternate payment protections. Issuing and payment offices will be cited on each Task Order.

3) **PLANS AND SPECIFICATIONS.** The Contractor will be provided one (1) copy of the construction drawings and Statement of Work (with pertinent supplemental specifications) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD ROM, at its option.

7. PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS (FAR 28.102-1).

a. Performance and payment bonds and alternative payment protections shall be provided for all Task Orders awarded under this contract. Bonds and other payment protections shall be provided within 5 calendar days of award of a Task Order, unless otherwise agreed. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

b. For Task Orders awarded between \$50,000 and \$100,000, payment protection shall be provided in accordance with clause 52.228-13, ALTERNATIVE PAYMENT PROTECTIONS, in Section 00700 of the contract.

c. For all other Task Orders, performance and payment bonds shall be required, and the penal sum established, by each Task Order.

d. **Performance Bond:** The penal sum of each performance bond shall equal one hundred percent (100%) of the price of each Task Order placed hereunder.

e. **Payment Bond:** The penal sum shall be fifty percent (50%) of order price.

f. **Additional Bonding:** Additional bonding shall only be required to the extent that the amount of construction being accomplished exceeds the value of the performance and payment bonds. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover work being performed. Such additional bonding shall be provided within 5 calendar days of request by the Contracting Officer, unless otherwise agreed. Further information is provided in clause 52.228-2, ADDITIONAL BOND SECURITY, in Section 00700 of the contract.

8. **OPTION FOR INCREASED QUANTITY.** In any Task Order awarded under this contract, the Government may elect to make certain portions of the work, as described in the Statement of Work,

optional. In Task Orders containing such options, the Government, at its discretion, may increase the quantity of work awarded by exercising one or more of the optional items at any time, or not at all, but no later than the number of calendar days stated in the individual Task Order. Notice to proceed on work items added by exercise of the option(s) may be given by Contracting Officer verbally or in writing. The completion schedule for the optional work that is awarded shall be based on receipt by the Contractor of either written or verbal notice to proceed, whichever is sooner.

9. DAVIS-BACON WAGE RATES. Davis-Bacon wage rates shall be utilized for all Task Orders under this contract.

a. The wage decisions in place at time of award shall be utilized for 365 consecutive days (or 366 days for a leap year).

b. With exercise of an option at a one-year interval after the preceding contract period, current Davis-Bacon general wage decisions will be incorporated into the contract via modification. These rates shall be utilized for 365 consecutive days (or 366 days for a leap year).

c. Compensation for increases in wage rates shall be made via the Contractor's coefficients for the option years.

d. See end of Section 00800 for General Wage Decisions.

10. ORDER OF PRECEDENCE. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications), (b) representations and other instructions, (c) contract clauses, (d) other documents, exhibits, and attachments, and (e) the specifications.

11. EVALUATION OF CONTRACTOR PERFORMANCE. In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated annually before exercise of each option year, and may be evaluated upon completion of each Task Order. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

END OF SECTION

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General Decision Number ID010001

General Decision Number ID010001

Superseded General Decision No. ID000001

State: Idaho

Construction Type:

HEAVY

HIGHWAY

County(ies):

STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 03/02/2001

1 03/09/2001

COUNTY(ies):

STATEWIDE

*** CARP0001D 06/01/2000**

	Rates	Fringes
AREA 1:		
CARPENTERS	22.16	5.70
PILEDRIVERS	22.42	5.70
MILLWRIGHTS	23.26	5.70
DIVERS	54.93	5.70
DIVERS TENDERS	26.25	5.70

CARP0808A 01/01/2000

	Rates	Fringes
AREA 2:		
ZONE 1:		
CARPENTERS	19.74	6.43
PILEDRIVERS	19.91	6.43
MILLWRIGHTS AND MACHINE ERECTORS	20.03	6.43
DIVERS	48.88	6.43
DIVERS TENDERS	19.91	6.43
Zone Differential (Add to Zone 1 rates):		
Zone 2 - \$1.00		

*** ELEC0073D 01/01/2001**

	Rates	Fringes
KOOTENAI COUNTY		
ELECTRICIANS	23.22	3%+8.98
CABLE SPLICERS	23.62	3%+8.98

ELEC0077A 02/01/2000

	Rates	Fringes
AREA 1:		
LINE CONSTRUCTION:		
CABLE SPLICERS	29.41	3.875%+6.85
LINEMEN, POLE SPRAYERS,		
HEAVY LINE EQUIPMENT MAN	26.52	3.875%+6.85
LINE EQUIPMENT MEN	22.86	3.875%+5.10
POWDERMEN, JACKHAMMERMEN	19.95	3.875%+5.10
GROUND MEN	18.74	3.875%+5.10
TREE TRIMMER	20.57	3.875%+5.10

ELEC0291B 06/01/1999

	Rates	Fringes
ADAMS, ADA, BOISE, CANYON, ELMORE, GEM, OWHEE, PAYETTE, VALLEY AND WASHINGTON COUNTIES		
ELECTRICIANS (including traffic signalization)	21.63	5.67+4.4%

ELEC0291C 03/01/1999

	Rates	Fringes
AREA 2:		
CABLE SPLICER	27.59	4.25%+5.20
LINEMAN	25.00	4.25%+5.20
LINE EQUIPMENT MECHANIC (RIGHT-OF-WAY)	21.17	4.25%+5.20
LINE EQUIPMENT OPERATOR	21.17	4.25%+5.20
GROUNDMAN	15.45	4.25%+4.87

ENGI0370B 01/01/2001

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		
THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP		
POWER EQUIPMENT OPERATORS:		

ZONE 1:

GROUP 1	20.84	5.42
GROUP 2	21.00	5.42
GROUP 3	21.37	5.42
GROUP 4	21.68	5.42
GROUP 5	21.85	5.42
GROUP 6	22.03	5.42
GROUP 7	22.39	5.42
GROUP 8	22.62	5.42
GROUP 9	22.85	5.42
GROUP 10	23.10	5.42

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Brakeman; Crusher Plant Feeder (Mechanical); Deckhand; Grade Checker; Heater Tender; Land Plane; Pumpman

GROUP 2: Air Compressor; Assistant Refrigeration Plant Operator; Bell Boy; Bit Grinder Operator; Blower Operator (cement); Bolt Threader Machine Operator; Broom Cement Hog; Concrete Mixer; Concrete Saw multiple cut; Discing - Harrowing or Mulching (regardless of motive power); Distributor Leverman; Drill Steel Threader Machine Operator; Fireman-all; Hoist-single drum Hydraulic Monitor Operator-skid mounted; Oiler (single piece of equipment); Crusher Oiler; Pugmixer-Box Operator; Spray Curing Machine; Tractor-rubber tired farm type using attachments

GROUP 3: A-Frame Truck (hydra lift, Swedish Cranes, Ross Carrier, Hyster on construction jobs); Battery Tunnel Locomotive; Belt Finishing Machine; Cable Tenders (underground); Chip Spreader Machine (self-propelled); Hoist-2 or more drums or Tower Hoist; Hydralift-Fork lift & similar (when hoisting); Oilers (underground); Power Loader (bucket elevator conveyors); Rodman; Road Roller (regardless of motive power)

GROUP 4: Boring Machines (earth or rock); Quarrymaster-Joy-tractor mounted, Drills: Churn-Core-Calyx or Diamond; Front End & Overhead Loaders and similar machines-(up to and

including 4 yds)(rubber-tired); Grout Pump; Hydra-Hammer; Locomotive Engineer; Longitudinal Float Machine; Mobile mixer; Spreader Machine; Tractor-rubber tired-using Backhoe, Transverse Finishing Machine; Trenching Machines; Waggoner Compactor and similar; Asphalt Spreaders

GROUP 5: Concrete Plant Operator; Concrete Road Paver (dual); Elevating Grader Operator; Euclid Elevating Loader; Generator Plant Operator-Mechanic (diesel electric); Post Hole Auger or Punch Operator; Power Shovels, Backhoes and Draglines (under 3/4 yd); Pumpcrete; Refrigeration Plant Operator(1000 tons and under; Road Roller(finishing high type pavement); Service Equipment Oiler; Skidder-rubber tired; Sub Grader; Multiple Station Beltline Operator; Screed Operator

GROUP 6: Asphalt Pavers-self propelled; Asphalt Plant Operator; Blade Operator (motor patrol); Concrete Slip Form Paver; Cranes - up to and including 50 ton; Crusher Plant Operator; Derrick Operator; Drilling Equipment (bit under 8 inches) - Robbins Reverse Circulation and similar; Front End and Overhead Loaders and similar machines-over 4 yds to and including 7 yds; Koehring Scooper; Heavy Duty Mechanic or Welder; Mucking Machine (underground); Multi-batch Concrete Plant Operator; Piledriver Engineer; Power Shovels, Backhoes and Draglines (3/4 yd to and including 3 1/2 yds), Tractor-crawler type-including all attachments; Refrigeration Plant Operator (over 1,000 tons); Trimmer Machine Operator; Concrete Pump Boom Truck; All Scrapers up to and including 40 yards

GROUP 7: Cableway Operator; Continuous Excavator (Barber Greene WL-50); Cranes-over 50 tons; Dredges; Drilling Equipment (bit 8 inches and over)-Robbins Reverse Circulation & similar; Fine Grader-CM or equivalent; Front End & Overhead Loaders & similar machines-(over 7 yards); Power Shovels & Draglines over 3 1/2 yards; Quad type Tractors with all attachments; all Scrapers, pulling wagons, belly dumps and attachments (over 40 yards to and including 60 yards); Multiple Scraper Units; Tower Crane Operator

GROUP 8: Scrapers - Euclid & similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards

GROUP 9: Scrapers - Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards

GROUP 10: Scrapers - Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$.15 over scale
150 ft to 200 ft	\$.30 over scale
Over 200 ft	\$.45 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom

ENGI0370D 06/01/2000

	Rates	Fringes
AREA 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		

POWER EQUIPMENT OPERATORS:

ZONE 1:

GROUP 1A	20.69	5.77
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GROUP 1	21. 24	5. 77
GROUP 2	21. 56	5. 77
GROUP 3	22. 17	5. 77
GROUP 4	22. 33	5. 77
GROUP 5	22. 49	5. 77
GROUP 6	22. 77	5. 77
GROUP 7	23. 04	5. 77
GROUP 8	24. 14	5. 77

**Zone Differential (Add to Zone 1
rate): Zone 2- \$2. 00**

**BASE POINTS: Spokane, Mses Lake, Pasco, Washington; Lewiston,
Idaho**

Zone 1: Within 45 radius miles from the main post office

Zone 2: Outside 45 radius miles from the main post office

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

**GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors
(under 2000 CFM gas, diesel, or electric power); Deck Hand;
Drillers Helper (assist driller in making drill rod connections,
service drill engine and air compressor, repair drill rig and
drill tools, drive drill support truck to and one the job site,
remove drill cuttings from around bore hole and inspect drill rig
while in operator); Fireman & Heat Tender; Grade Checker; Hydro-
seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking
Machine; Pumpman; Rollers, all types on subgrade, including seal
and chip coatings (farm type, Case, John Deere & similar, or
Compacting Vibrator), except when pulled by Dozer with operable
blade; Welding Machine**

**GROUP 2: A-frame Truck (single drum); Assistant Refrigeration
Plant (under 1000 ton); Assistant Plant Operator, Fireman or
Pugnixer (asphalt); Bagley or Stationary Scraper; Belt Finishing
Machine; Blower Operator (cement); Cement Hog; Compressor (2000
CFM or over, 2 or more, gas, diesel or electric power); Concrete
Saw (multiple cut); Distributor Leverman; Ditch Witch or similar;
Elevator Hoisting Materials; Dope Pots (power agitated); Fork
Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks
(pipeline); Hoist, single drum Loaders (bucket elevators and
conveyors); Longitudinal Float; Mixer (portable-concrete);
Pavement Breaker, Hydra-Hammer & similar; Power Broom, Railroad
Ballast Regulation Operator (self-propelled); Railroad Power
Tamp Operator (self-propelled); Railroad Tamp Jack
Operator (self-propelled); Spray Curing Machine (concrete);
Spreader Box (self-propelled); Straddle Buggy (Ross & similar
on construction job only); Tractor (Farm type R/T with
attachment, except Backhoe); Tugger Operator**

**GROUP 3: A-frame Truck (2 or more drums), Assistant
Refrigeration Plant & Chiller Operator (over 1000 ton);
Backfillers (Cleveland & similar); Batch Plant & Wet Mix
Operator, single unit (concrete); Belt-Crete Conveyors with
power pack or similar; Belt Loader (Kocal or similar); Bending
Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock
under 8" bit)(Quarry Master, Joy or similar); Bump Cutter
(Wayne, Saginaw or similar); Canal Lining Machine (concrete);
Chipper (without crane); Cleaning & Doping Machine (pipeline);
Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green &
similar); Elevating Grader-type Loader (Dunor, Adams or similar);
Generator Plant Engineers (diesel or electric); Gummite**

Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over)(Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen & similar on grade wire); Backhoes (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle and Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H. D. Mechanic; H. D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, Rubber-tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vector Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination Machine Operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell, dragline; Derricks & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Ultra High Pressure Waterjet Cutting Tool

System Operator (30,000 psi); Vacuum Blasting Machine Operator; Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower); Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, including Tower)

180' to 250' \$.30 over scale

Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom

IRON0014A 07/01/2000

	Rates	Fringes
ADAMS (REMAINDER), BENEWAH, BONNER, CLEARWATER, IDAHO, KOOTENAI, LATAH, LEMHI (NW CORNER), NEZ PERCE, SHOSHONE, VALLEY (NW 1/3) AND WASHINGTON (NW 1/2) COUNTIES		
IRONWORKERS	24.22	10.65

IRON0732A 06/01/2000

	Rates	Fringes
ADA, ADAMS (E. CORNER), BANNOCK, BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE, BONNEVILLE, CAMAS, CANYON, CARIBOU, CASSIA, CLARK, CUSTER, ELMDRE, FRANKLIN, FREMONT, GEM GOODING, JEFFERSON, JEROME, LEMHI (REMAINDER), LINCOLN, MADISON, MINIDOKA, ONEIDA, OWHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SE 2/3) AND WASHINGTON (SE 1/2) COUNTIES		
IRONWORKERS	19.71	8.86

LAB00155A 01/01/2001

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		

THERE IS A HAZMAT CLASSIFICATION IN EACH GROUP LABORERS:

ZONE 1:

GROUP 1	18.13	6.45
GROUP 2	18.23	6.45
GROUP 3	17.98	6.45
GROUP 4	18.33	6.45
GROUP 5	18.48	6.45
GROUP 6	18.73	6.45
GROUP 7	18.98	6.45
GROUP 8	18.38	6.45
GROUP 9	18.53	6.45
GROUP 10	18.63	6.45

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.00

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; Sloper, cleaning and grading; Form stripper; Concrete crew; Concrete curing crew; Carpenter tender; Asphalt laborer; Hopper tender; Flagman (including Pilot car); Watchman; Heater Tender; Stake jumper; Choker setters; Spreader and weighman; Scouring concrete; Rip Rap Man (hand placed); Crusher tender; Cribbing and shoring (in open ditches); Machinery

and parts cleaner; Leverman, manual or mechanical; Demolition, salvage; Landscaper; Tool roomman; Traffic Stripping Crew; Asbestos Abatement Laborers; Janitor (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Chuck tender; Driller tender; Air tampers; Gummite nozzleleman tender; Pipewrapper; Tar pot tender; Concrete sawyer; Concrete Grinder; Signalman, handling cement; Dumpman; Steam nozzleleman; Air and water nozzleleman (Green Cutter, Concrete); Vibrator (less than 4"); Pumpcrete and grout pump crew; hydraulic Mnitior; Hydro Blaster

GROUP 3: Pipelayer, including sewer, drainage, sprinkler systems and water lines; Free Air Caisson; Jackhammer; Paving Breaker; Chipping Gun Concrete; Powderman Tender; Asphalt Raker; Gasoline powered Tamper; Electric Ballast Tamper; Sand Blasting; Form Setter, airport paving; Gunman (Gumite); Manhole Setter; Hand guided machines, such as Roto Tillers, Trenchers, Post-Hole Diggers, Walking Garden Tractors, etc.; Cutting Torch

GROUP 4: Hbd Carrier; Mason Tender; Plaster Tender; Mason Tender (concrete); Terrazzo-Tile Tender

GROUP 5: Highscaler; Wagon Drill; Grade Checker; Gummite Nozzleleman; Timber faller and buckner

GROUP 6: Diamond Drills; Drillers on Drills with Manufacturers rating 3" or over

GROUP 7: Powderman

UNDERGROUND WORK

GROUP 8: Reboundman; Chucktender; Nipper; Dumpman; Vibrator (less than 4"); Brakeman; Mucker; Bullgang

GROUP 9: Form Setter and Mover

GROUP 10: Miners; Machineman; Timbermen; Steelmen; Drill Doctors; Spaders and Tuggers; Spilling and/or Caisson Workers; Vibrator (over 4")

LAB00238B 06/01/2000

	Rates	Fringes
AREA 1:		
LABORERS:		
ZONE 1:		
GROUP 1	17.40	4.76
GROUP 2	19.50	4.76
GROUP 3	19.77	4.76
GROUP 4	20.04	4.76
GROUP 5	20.32	4.76
GROUP 6	21.69	4.76

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs, and relief of flagperson); Window Washer; Washer/Cleaner(Detail cleanup, such as but notlimited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Cleanup laborer; Concrete Crewman (to

include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Buckler and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Form Setter, paving; Grader Checker Using Level; Jackhammer Operator Miner, Class B (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include, horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high); Gummite (to include operation of machine and nozzle); High Scaler; Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and operator and rigger on tunnels); Monitor Operator, air track or similar mounting; Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power-propelled, sandblast nozzle); Pavement Breaker, 90 lbs. and over Pipelayer (to include working topman, caulker, collerman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Plasterer Tenders; Vibrators, all

GROUP 5 - Drills with dual masts; Hazardous Waste Worker, Level A; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 6 - Powderman

LAB00238F 06/01/2000		
	Rates	Fringes
AREA 1		
HDD CARRIERS	20. 79	4. 76

PAIN0005E 07/01/2000

	Rates	Fringes
KOOTENAI COUNTY		
PAINTERS*:		
Brush, Roller, Paperhanger, striping, Steam Cleaning and Spray	19.00	3.67
*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work over 30 feet.		

PLAS0072A 06/01/1999

	Rates	Fringes
AREA 1:		
ZONE 1:		
CEMENT MASONS	21.57	5.24
Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00		
BASE POINTS: Spokane, Moses Lake, Pasco, and Lewiston		
Zone 1: 0-45 radius miles from the main post office		
Zone 2: Over 45 radius miles from the main post office		

PLAS0219B 01/01/2001

	Rates	Fringes
AREA 2:		
CEMENT MASONS:		
ZONE 1		
GROUP 1	15.81	10.55
GROUP 2	16.01	10.55
CEMENT MASONS CLASSIFICATIONS		
GROUP 1: - JOURNEYMAN CEMENT MASON (including but not limited to hand chipping and patching, all types grouting and pointing of all concrete constructions, screed setting including screed pins, dry packing of all concrete including Enbeco, plugging and filling all voids, etc., concrete construction, waterproofing of concrete with Thoroseal or similar materials.		
GROUP 2: - CEMENT MASON (magnesite terazzo and mastic composition, two component epoxies, Clary and similar type screed operator, sandblasting of concrete for architectural finished only, Power chipping and bushhammer, all color concrete work, Power Trowel Operator, Power Grinder Operator, Gummite and Composition Floor Layer).		
Zone Differential (Add to Zone 1 rates): - \$1.00		

PLUMD044D 12/01/1999

	Rates	Fringes
AREA 1:		
PLUMBERS AND PIPEFITTERS	28.16	7.89

PLUMD296A 06/01/2000

	Rates	Fringes
AREA 2:		
PLUMBERS AND PIPEFITTERS	22.74	7.07

TEAMD483A 01/01/2000

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air		

shall receive \$1.00 per hour
above classification)

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

TRUCK DRIVERS:

ZONE 1

GROUP 1	17.87	7.43
GROUP 2	18.24	7.43
GROUP 3	18.47	7.43
GROUP 4	18.65	7.43
GROUP 5		
CLASS A	18.47	7.43
B	18.65	7.43
C	18.88	7.43
D	19.39	7.43
E	19.62	7.43
F	20.06	7.38

Zone Differential (Add to Zone 1 Rate):

Zone 2 - \$1.00

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Leverman Loading at Bunkers; Pilot Car or Escort Driver Flat Bed-2 Axle and Pickup Hauling material; Water Truck (1,000 gallons and under); Ambulance Driver; Flat Bed-3 Axle; Fuel Truck (1,000 gallons and under); Greaser; Tireman; Serviceman; Buggymobile; Manhaul (Shuttle Truck or Bus)

GROUP 2: Slurry or Concrete Pumping Truck; Flat Bed using Power Takeoff; Semi Trailer-Low Boy (up to 96,000 lbs. GVW); Bulk Cement Tanker (up to 96,000 lbs. GVW); Fork Lift (Bull Lift, Hydro Lift), Ross Hyster and similar Straddle equipment; "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro Lift); Transit Mix Truck (0-10 yds); Warehouseman Loading and Unloading

GROUP 3: Water Tank Truck; Fuel Truck (over 1,000 gallons); Transit Mix Trucks (10 yards & over), Dumpsters; Distributor or Spreader Truck; Field Tireman-Serviceman; Snow Plow (Truck Mounted); Warehouseman; Counterman, Shipping Receiving, Cardex.

GROUP 4: Low Boy (96,000 lbs. GVW & over); Bulk Cement Tanker (96,000 lbs. GVW & over); Transit Mix Trucks (over 10 yards); Turnarocker & similar equipment; Warehouseman General

GROUP 5:

CLASS: A - Truck - Side, end and bottom dump, 0-16 yards, inclusive.

B - Truck - Side, end and bottom dump, 16-30 yards, inclusive.

C - Truck - Side, end and bottom dump, 30-50 yards, inclusive, and Truck Mechanic.

D - Truck - Side, end and bottom dump, 50-75 yards, inclusive.

E - Truck - Side, end and bottom dump, 75-100 yards inclusive.

F - Truck - Side, end and bottom dump, over 100 yards.

TEAM690A 06/01/1999

Rates

Fringes

AREA 1: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

TRUCK DRIVERS:

ZONE 1:

GROUP 1	17.42	7.31
GROUP 2	19.69	7.31
GROUP 3	20.19	7.31
GROUP 4	20.52	7.31
GROUP 5	20.63	7.31
GROUP 6	20.80	7.31
GROUP 7	21.33	7.31
GROUP 8	21.66	7.31

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System Fork Lift (3001-16,000 lbs.); Fuel Truck Driver; Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yards); Warehouseperson (to include shipping & receiving); Wecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yds. to & including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank Truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom & articulated end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled), up to 14 ton; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck (8,001-14,000 gallons)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons); Mechanic (Field); Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom & articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar, with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom & articulated end dump (over 40 yds. to & including 100 yds.); Truck mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons)

GROUP 8: Prime Movers & Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials
FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with self-contained breathing apparatus.

NOTE: Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

ZONE DEFINITIONS

AREA 2

(If a project is located in more than one zone the lower zone rate shall apply)

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Mbody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

**AREA DEFINITIONS
(APPLIES TO ALL CRAFTS)**

AREA 1:

Benevah, Bonner, Boundary, Clearwater, Idaho (North of the 46th Parallel), Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties.

AREA 2:

Ada, Adams, Bannock, Bear Lake, Bingham Blaine, Boise, Butte, Bonneville, Camas, Canyon, Caribou, Cassia, Clark, Custer, Elmore, Franklin, Fremont, Gem Gooding, Idaho (South of the 46th Parallel), Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Owyhee, Payette, Power, Teton, Twin Falls, Valley, and Washington Counties.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination**
- * a survey underlying a wage determination**
- * a Wage and Hour Division letter setting forth a position on a wage determination matter**
- * a conformance (additional classification and rate) ruling**

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W
Washington, D. C. 20210**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

**Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W
Washington, D. C. 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W
Washington, D. C. 20210**

**4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION**

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 The work included in this contract requires the provision of all labor, equipment and materials that are necessary to restore, maintain and/or improve the infrastructure necessary to support the remedial action of the Bunker Hill Superfund Site and other Federal activities within the contract geographic boundaries. The work will be ordered in accordance with the requirements of Section 00840, SPECIAL CONTRACT REQUIREMENTS, paragraph ORDERING PROCEDURES FOR TASK ORDERS.

1.1.2 Geographic Boundaries

The geographic area that this contract covers shall be northern Idaho described as: west to Washington, north to Canada, east to Montana, and southern border will be the county line between Kootenai and Benewah counties and the St. Joe River. See Drawing 1 (Note - all drawings referenced in this paragraph are attached to the SPECIAL CLAUSES, Section 00800.) The counties included in the contract are: Boundary, Bonney, Kootenai, and Shoshone county north of the St. Joe River. The majority of work will be conducted within the Bunker Hill Superfund site, as signified by an approximate three mile by seven mile boundary, as shown in Drawings 2 and 3. Drawing sheet 4 provides greater detail of the former industrial areas within the 3 x 7 mile boundary.

1.1.3 The work is divided into the following elements:

1.1.3.1 Miscellaneous Capping, Roadway Surfacing and Repair

1.1.3.1.1 Miscellaneous Property Capping. The work required to secure, import, place and compact gravel base course for capping of miscellaneous properties.

1.1.3.1.2 Asphalt Concrete Surfacing. The work required to secure, import, place and compact asphalt concrete for surfacing the site roadways, parking lots or other site amenities.

1.1.3.1.3 Concrete Repair and Patch. The work required to secure, import, place and compact asphalt concrete for repairing and/or patching the site roadways, parking lots or other site amenities.

1.1.3.2 Roadway Cleaning and Maintenance

1.1.3.2.1 Water Truck. The work required to keep the site roadways and other areas moist to abate dust caused by vehicular traffic and/or wind.

1.1.3.2.2 Sand Truck. The work required to apply sand to the site roadways for traction and snow and ice control.

1.1.3.2.3 Street Sweeper. The work required to keep the site roadways and other areas clean and prevent the buildup of dust particles.

1.1.3.2.4 Mow Roadside Weeds. The work required to mow weeds or other undesired vegetation along the site roadways.

1.1.3.2.5 Plow Snow from Roads and Parking Areas. The work required to keep the site roadways and parking areas free and clear of snow.

1.1.3.3 Erosion Control

1.1.3.3.1 Provide Silt Fences. The work required to supply and place silt fences.

1.1.3.3.2 Provide Straw Bale Barrier. The work required to supply, place, and construct straw bale barriers.

1.1.3.3.3 Maintenance of Installed Silt Fences and Straw Bale Barriers. The work required to inspect and perform minor repairs to existing silt fence and straw bale barrier features.

1.1.3.3.4 Hydroseed. The work required to supply and place hydroseed material.

1.1.3.4 Miscellaneous Work Requests

1.1.3.4.1 Electrical. The work required to accomplish the miscellaneous work requests that include electrical.

1.1.3.4.2 Plumbing. The work required to accomplish the miscellaneous work requests that include plumbing.

1.1.3.4.3 Mechanical Maintenance and Repair. The work required to maintain the pumps (including motors), piping and other mechanical features of the pump station and the decontamination station(s).

1.1.3.4.4 Painting. The work required to accomplish the miscellaneous work requests that include painting.

1.1.3.5 Miscellaneous Equipment Requests

Provide the specified equipment and operator necessary to conduct the required work.

1.1.2.5 Miscellaneous Supervision and Labor

1.1.3.5.1 On-Site Construction Supervisor. Provision of an on-site construction supervisor(s) necessary to conduct the required work.

1.1.3.5.2 Safety Professional. Provision of a Safety Professional to provide safety and health assessments, independent quality assurance support services, review monitoring data, and other tasks requiring the expertise of a Safety Professional. The Safety Professional shall have demonstrated a minimum of five years experience in construction safety and health and fulfill the requirements as a lead competent person in accordance with 29 CFR ~~1026.62~~ 1926.62 Additionally, a degree in occupational

safety and health from an accredited curriculum, a Certified Safety Professional (CSP), or a Certified Industrial Hygienist (CIH). A resume of credentials, relevant work and education history shall be provided as a submittal for approval.

1.1.3.5.3 Incidental Laborers. Provision of incidental laborer(s) necessary to conduct the required work. Laborers shall be considered as included under Group 1 of the basic wage decision.

1.1.3.6 Mobilization and Demobilization

Mobilization and Demobilization will only be included as a separate job item (fixed cost) for project locations outside the fixed boundaries of the Bunker Hill Superfund Site.

1.1.3.7 Materials Allowance

A materials allowance to allow for the purchase of materials needed for construction that are not specified in the technical specifications as inclusive in the item of work. Also may be used for pricing materials used with non-prepriced items.

1.1.3.8 Non-Prepriced Items

An allowance for work not identified as a prepriced item but otherwise associated with the maintenance of the site infra-structure. This work may include but is not limited to performing miscellaneous utility construction and repair, including asphalt work, minor concrete work, culvert repair and utility trench excavation, and planting of miscellaneous trees and shrubs.

1.1.3.9 Miscellaneous Requirements

1.1.3.9.1 Premium for Overtime Work

Work authorized by the Contracting Officer for a task that is performed in excess of 40 hours within a work week.

1.1.3.9.2 Performance Bonds and Payment Bonds

An allowance will also be used for providing the Performance Bond and Payment Bond for each specific task order.

1.1.3.9.3 Accident Prevention Plan (APP)

Prior to any on-site mobilization, the Contractor shall receive approval of its Accident Prevention Plan in accordance with EM 385-1-1. The Contractor will be furnished a copy of the Government's Safety and Health Information Plan for the Bunker Hill Superfund Site within 5 calendar days of contract award.

A one time cost for "Accident Prevention Plan " is included in the SCHEDULE. However, in addition, each task order will require an Activity Hazard Analysis (AHA) in accordance with Corps of Engineers Safety Manual EM 385-1-1. The AHA requires the principal steps of the work, the potential hazards, and the recommended controls to be defined for each work activity.

1.2 WORK NOT COVERED BY CONTRACT DOCUMENTS

01015
Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

The work does not include site fire protection, site security or general traffic control for the site but does include temporary traffic control measures related to particular work tasks if appropriate.

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01011

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

1.2 CORRESPONDENCE

1.2.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.2.2 For submission of Contractor payment requests, See Section 01025, MEASUREMENT AND PAYMENT.

1.3 WORK SCHEDULE AND PROGRESS CHART

For each task order other than work tasks which involve only services to be performed on a schedule determined by the COR (e.g. no in-place construction) the Contractor shall prepare a practicable schedule showing the order in which the Contractor proposes to carry on the work, including procurement of materials, breakdown of work by discipline or type and the contemplated dates for completion. The schedule shall be in the form of a bar graph of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time on the salient features as well as the total order.

1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

1.5 SPECIAL SAFETY REQUIREMENTS

In addition to Safety and Health Requirements Manual EM 385-1-1, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will

provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02c with the following:

"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:

"An injury resulting in a lost workday, not including the day of injury."

1.6 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.6.1 The weather experienced at the project site during the contract period for any Delivery Order must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.6.2 The unusually severe weather must actually cause a delay to the completion of the Delivery Order. The delay must be beyond the control and without the fault or negligence of the contractor.

1.6.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	
13	10	7	4	4	4	1	2	2	4	7	11	Kellogg, ID

1.6.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.6.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.6.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.7 COMPLIANCE WITH DAVIS-BACON ACT

1.7.1 Contractor POC

Within 14 days after award of the contract, the Contractor shall designate a point of contact (POC) within their organization who will be responsible for the Davis-Bacon Act Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

1.7.2 Responsibilities

The designated Contractor POC shall be responsible for Davis-Bacon Act Labor Program activities including, but not limited to:

- Documentation and record keeping
- Submittal and accuracy of certified payrolls
- Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.
- Posting of the wage determination, approved additional classifications and rates, labor and EEO posters
- Coordination with the Contracting Officer's Labor Program POC

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

1.7.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

PARTS 2 AND 3 NOT USED

END OF SECTION

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SECTION 01015

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 CONDUCT OF WORK

1.1.1 Coordination And Access To Site

1.1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.1.2 Access to the Bunker Hill Superfund Site will be controlled at an entrance gate. Incoming traffic will be restricted from entering the controlled area until proper identification is provided. Access on a regular basis and during other than established working hours will require prior approval by the Contracting Officer. Irregular or non-routine access of Contractor personnel to the controlled areas during non-duty hours may be granted by the Contracting Officer's designated representative (normally a security guard). Access to areas outside the "General Boundaries" of the Bunker Hill Site and to any other project site will be as directed by the Contracting Officer.

1.1.1.3 Contractor's vehicles shall only park in approved areas in accordance with the parking plan provided by the Contracting Officer.

1.1.1.4 When keys are required for access to facilities on this contract, they shall be obtained through the Contracting Officer.

1.1.1.4.1 The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

1.1.1.4.2 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the completed areas shall be returned.

1.1.1.4.3 Should the Contractor lose a key:

a. the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered and

b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

1.1.1.5 Work hours in the construction area will be restricted to 7:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding Federal holidays. Work hours other than as specified above shall be coordinated with and approved by the Contracting Officer.

1.2 UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours.

1.3 PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

1.4 PERSONNEL IDENTIFICATION

1.4.1 Employee Listing

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to insure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

1.4.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- | | |
|---------------------|--------------|
| o Full Name | o Height |
| o Current Address | o Weight |
| o Birth Date | o Hair Color |
| o Recent Photograph | o Eye Color |

1.4.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

1.4.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

1.5 COORDINATION AND COOPERATION WITH OTHER CONTRACTORS

1.5.1 Work by others is anticipated to be performed on the Bunker Hill Superfund Site in concurrence with the scheduled performance of Work under these Contract Documents. CONTRACTOR shall coordinate construction work with other contractors to minimize conflicts and to maintain a cooperative effort in completion of the Work. Other work activities include but are not limited to the following:

1. Central Treatment Plant: The Central Treatment Plant Contract includes the operation and general maintenance of the site water treatment plant. The plant exist adjacent to the Central Impoundment Area (CIA).
2. Site Security Contract. Maintains security at the Bunker Hill entry points. The Contractor shall fully cooperate with the security personnel by following requirements of the site rules.
3. A-4 Gypsum Pond Material Removal. Material may be removed from the A-4 Gypsum Pond located south of the CIA by others. A haul road will be constructed by others from the A-4 Gypsum Pond to the top of the CIA. Materials from the A-4 Gypsum Pond will be brought to the CIA for disposal.
4. Union Pacific Railroad-Rails-to-Trails project: Work is currently underway to convert the Union Pacific Railroad to a multi-use trail. The railroad runs through the center of the site.
5. Miscellaneous Site Capping: Capping of non-residential properties is underway at the site. Various contracts, at various sites, have been or will be awarded for capping the existing contaminated soils. Completion dates are yet to be finalized, however, it is expected that this work will continue into 2003.

PARTS 2 & 3 NOT USED

END OF SECTION

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials except as indicated otherwise in the specifications or task order, tools and supplies, appurtenances, and incidentals and performing all operations necessary to complete each item of the work as specified per task order and in accordance with these specifications and the applicable drawings. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Material and work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work. The Contractor will not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. No payment will be made for any work abandoned by the Contractor or rejected by the Contracting Officer because of failure to meet specification requirements. Payment for any work that is abandoned at the direction of the Contracting Officer due to no fault of the Contractor will be as listed in the Unit Price Schedule of the contract for the actual amount of work accomplished. Regardless of quantities estimated in the SCHEDULE, payment will be made for only the actual amount of work completed as specified in the individual task order(s) (refer to Section 00840 SPECIAL CONTRACT PROCEDURES for ordering procedures) and in accordance with the specifications.

1.2 MISCELLANEOUS CAPPING, ROADWAY SURFACING/REPAIR & UTILITIES REPAIR

1.2.1 Item 0001 – Base Course Gravel (Material Only)

1.2.1.1 Measurement

Base course gravel will be measured to the nearest ton, as measured on public scales or scales provided by the Contractor and approved by the Government.

1.2.1.2 Payment

Payment will be at the contract unit price per ton under Item 0001. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site.

1.2.2 Item 0002 – Bedding Sand (Material Only)

1.2.2.1 Measurement

Bedding sand will be measured to the nearest ton, as measured on public scales or scales provided by the Contractor and approved by the Government.

1.2.2.2 Payment

Payment will be at the contract unit price per ton under Item 0002. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site.

1.3 ROADWAY CLEANING AND MAINTENANCE

1.3.1 Item 0003 - Water Truck

1.3.1.1 Measurement

Use of water truck for dust control or cleaning operations will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.3.1.2 Payment

Payment will be at the contract unit price per hour under Item 0003. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work. Price includes Government furnished source of water.

1.3.2 Item 0004 - Sand Truck

1.3.2.1 Measurement

Use of sand truck for snow/ice control will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.3.2.2 Payment

Payment will be at the contract unit price per hour under Item 0004. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work.

1.3.3 Item 0005 – Road Treatment Sand (Material Only)

1.3.3.1 Measurement

Road treatment sand will be measured to the nearest ton, as measured on public scales or scales provided by the Contractor and approved by the Government.

1.3.3.2 Payment

Payment will be at the contract unit price per ton under Item 0005. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately.

1.3.4 Item 0006 - Street Sweeper

1.3.4.1 Measurement

Use of street sweeper for cleaning and abatement of particulate matter from road and parking areas will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.3.4.2 Payment

Payment will be at the contract unit price per hour under Item 0006. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work.

1.3.5 Item 0007 - Mow Roadside Weeds

1.3.5.1 Measurement

Mow Roadside Weeds will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.3.5.2 Payment

Payment will be at the contract unit price per hour under Item 0007. Payment shall include the cost of equipment with operator, and supplies necessary to complete the required work.

1.3.6 Item 0008 - Plow Snow from Roads and Parking Areas

1.3.6.1 Measurement

Plowing of snow will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.3.6.2 Payment

Payment will be at the contract unit prices per hour ~~for the subitems~~ under Item 0008. Payment shall include the cost of equipment with operator, and supplies necessary to complete the required work.

1.4 EROSION CONTROL

1.4.1 Item 0009 - Provide Silt Fence

1.4.1.1 Measurement

Length of silt fence required will be identified under the task order in lineal feet. Measurement will be based on the length of silt fence installed at the direction of the COR.

1.4.1.2 Payment

Payment will be at the contract unit price per lineal foot under Item 0009. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately.

1.4.2 Item 0010 - Provide Straw Bale Barrier

1.4.2.1 Measurement

Location of straw bale barriers required will be identified under the task order. Measurement will be based on the number of straw bales incorporated into the barrier and installed as directed.

1.4.2.2 Payment

Payment will be at the contract unit price per each straw bale under the subitems of Item 0010. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately.

1.5.3 Item 0011 - Hydroseed

1.5.3.1 Measurement

Hydroseeding will be measured for payment by the acre of area hydroseeded.

1.5.3.2 Payment

Payment will be at the contract unit price per acre under Item 0011. Payment shall include the cost of all equipment, labor, and supplies necessary to complete the required work.

1.6 MISCELLANEOUS WORK REQUESTS

1.6.1 Item 0012 - Electrical

1.6.1.1 Measurement

Electrical will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.1.2 Payment

Payment will be at the contract unit price per man-hour under Item 0012. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.2 Item 0013 - Plumbing

1.6.2.1 Measurement

Plumbing will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.2.2 Payment

Payment will be at the contract unit price per man-hour under Item 0013. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.3 Item 0014 - Mechanical Maintenance and Repair

1.6.3.1 Measurement

Mechanical Maintenance and Repair will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.3.2 Payment

Payment will be at the contract unit price per man-hour under Item 0014. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.4 Item 0015 - Painting

1.6.4.1 Measurement

Painting will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.4.2 Payment

Payment will be at the contract unit price per man-hour under Item 0015. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.7 Items 0016 through 0024 - MISCELLANEOUS EQUIPMENT REQUESTS

1.7.1 Measurement

Miscellaneous Equipment Requests will be measured for payment per hour to the nearest half-hour increment for each piece of equipment/operator necessary to conduct the required work.

1.7.2 Payment

Payment will be at the contract unit price per ~~regular~~ hour ~~and at the contract unit price per overtime hour~~ per piece of equipment under Items. Payment shall include the cost of each piece of equipment with operator and incidental supplies necessary to compete the required work. Description of equipment requirements is under Section 02951 MISCELLANEOUS WORK AND EQUIPMENT REQUESTS.

1.10 MISCELLANEOUS SUPERVISION AND LABOR

1.10.1 Item 0025 - On-Site Construction Supervisor

1.11.1.1 Measurement

On-Site Construction Supervisor will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.10.1.2 Payment

Payment will be at the contract unit price per man-hour for ~~the subitems under~~ Item 0025. Payment shall include the cost of all labor and supplies necessary to complete the required work.

1.10.2 Item 0026 - Safety Professional

1.10.2.1 Measurement

Safety Professional will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.10.2.2 Payment

Payment will be at the contract unit price per man-hour for ~~the subitems under~~ Item 0026. Payment shall include the cost of all labor and supplies necessary to complete the required work.

1.10.3 Item 0027 - Incidental Laborers

1.10.3.1 Measurement

Incidental Laborers will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.10.3.2 Payment

Payment will be at the contract unit price per man-hour for ~~the subitems under~~ Item 0027. Payment shall include the cost of all labor, small tools and supplies necessary to complete the required work.

1.11 Item 0028 - MOBILIZATION AND DEMOBILIZATION

1.11.1 Payment

Mobilization and Demobilization will only be included as a separate job item (fixed cost) for project locations outside the fixed boundaries of the Bunker Hill Superfund Site. The additional work required to mobilize and demobilize all required equipment, materials, supplies, labor, and all incidentals (i.e., profit, overhead) necessary to complete the work beyond these boundaries will be negotiated under the task order.

1.12 Item 0029 - MATERIALS ALLOWANCE

A materials allowance is included in the SCHEDULE under Item 0029 to allow for the purchase of materials needed for construction that are not specified in the technical specifications nor in this Section. All prepriced items in the Schedule (Items 0001 through 0027), shall include the costs of all associated materials, supplies, tools, and incidentals required to perform the item of work, except for items for which materials are specified in the applicable technical sections for payment under the "Materials Allowance". No payment shall be made under the "Materials Allowance" for any materials, supplies and incidentals for which payment is to be included under a prepriced item. This Materials Allowance shall only be used with prior authorization from the Contracting Officer. The Contractor shall provide the Contracting Officer three separate quotes for the material supplied. See Paragraph ORDERING INFORMATION under Section 00840, SPECIAL CONTRACT REQUIREMENTS. Payment will be based on the lowest of the three quotes.

1.12 Item 0030 - NON-PREPRICED ITEMS

An allowance is included in the SCHEDULE under Item 0030 for labor and equipment for related construction work not identified in these contract documents. This non-identified work allowance shall only be used with prior authorization from the Contracting Officer.

1.13 Item 0031 - PERFORMANCE BONDS AND PAYMENT BONDS

An allowance is included in the SCHEDULE under Item 0031 for providing the Performance Bond and Payment Bond for each task order, the amount of which will be determined for each individual task order to be awarded under this contract.

1.14 Item 0032 - ACCIDENT PREVENTION PLAN ADDENDUM

An allowance is included in the SCHEDULE under Item 0032, for addenda to the Contractor's General Safety Program /Plan in accordance with EM 385-1-1. Addenda will only be required when Task Order work includes elements not included in the original plan approved under Item 0033.

1.15 Item 0033 - DIVISION 1 PLANS

Payment will be made at the contract lump sum price under Item 0033, Schedule A only, for all plans required under the Division 1 Technical Specifications. These plans will be the first task order under the contract.

PART 2 (NOT USED)

PART 3 EXECUTION

3.1 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

3.1.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

3.1.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

3.1.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION		2. DATE	
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)		4. CONTRACT NO. ----- 5. INVOICE NO.	
6. DESCRIPTION OF WORK		7. PERIOD OF PERFORMANCE From: To:	
8. DISCOUNT TERMS			
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -		10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -	
11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that (1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract; (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.			
_____ (Signature)		_____ (Title)	
		_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): _____ Updated Progress Chart/Schedule _____ Progress Narrative _____ Certified Payrolls (submitted weekly) _____ Safety Exposure Report _____ Updated Submittal \register _____ Progress Photos _____ Subcontractor/Employee Listings		(FOR GOVERNMENT USE ONLY) Retainage: _____% Amt: \$_____ Withholdings: \$ _____ Reason: _____ _____ _____ Following items are current: As-Builts _____ Yes _____ No O & M Manuals _____ Yes _____ No 1354 Data _____ Yes _____ No Submittal Register _____ Yes _____ No	

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SECTION 01035

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01061

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated. See Paragraph 1.5 for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off-site only if approved by the Contracting Officer and shall be done in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

1.4.5 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, state, and local regulations.

1.4.6 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

1.4.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

1.4.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

1.5 PROTECTION OF TREES DURING EXCAVATION

Care shall be exercised by the contractor when excavating trenches in the vicinity of trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 2 inches in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

1.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.7 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE):

If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.8 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

Trees shall be replaced in kind with a minimum 102 mm (4-inch) caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer.

All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

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Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to American Sod Producers Association Guideline Specifications to Sodding.

Grass seeding shall be installed on a minimum 2-inch topsoil and as recommended by the local county extension service.

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01110

SAFETY AND HEALTH

PART 1 - GENERAL

1.1 SUMMARY

This Section covers specific safety concerns for operating on Bunker Hill Superfund Site. For projects located outside the boundaries of the Bunker Hill Superfund Site the task order will specify any relevant safety concerns and related special requirements. Although the USEPA, as site manager over all of the Contractors working on the Bunker Hill clean-up, is ultimately responsible for the safety and health of persons working on this project, this requested work is being performed under the management of the US Army Corps of Engineers (USACE) who is representing the USEPA. Therefore, it shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner which is safe and protective of human health and the environment in accordance with these specifications and the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) dated 1996. All personnel shall understand, be familiar with, and conform to, site safety procedures presented in the accepted Accident Prevention Plan (APP) developed by the Contractor for site activities. The information contained in this Section is provided to assist in the development of the USACE mandated Accident Prevention Plan (APP).

1.2 SITE DESCRIPTION

Project/Site Description:

The Bunker Hill Superfund Site (Site) is located in northern Idaho, in Shoshone County, near Kellogg, Idaho. The Site encompasses a 21 square mile area, including populated and non-populated areas, and includes several industrial complexes. The Site was added to the Superfund National Priorities List (NPL) in 1982. Prior to that time, mining and mineral production had taken place at Bunker Hill from 1883 to 1981.

The Site lies in the Silver Valley of the South Fork of the Coeur d'Alene River. Topography of the Silver Valley consists of an alluvial flood-plain bordered on the north and south by steep mountains. The flood-plain ranges in width from about 0.1 mile east of Kellogg to approximately 0.9 miles near Smelterville. The elevation of the valley floor ranges from 2,160 feet above mean sea level at the west end to 2,320 feet at the east end of the project site. The valley floor is nearly level, with slopes typically less than 1 percent. The mountains rising from the valley range from 500 to 2,500 feet above the valley floor. The mountainsides typically exhibit slopes of 45 to 90 percent and at some points exceed 110 percent. Numerous valleys and gulches cut through the mountains and general trend north to south, intercepting the valley of the South Fork Coeur d'Alene River.

Within the 21 square miles, are four towns and several non-incorporated areas. Approximately 6,000 to 7,000 people live within the Site boundaries. Most residences are located on the valley floor or at the toe of the hillside slopes. Valley floor soils were formed from alluvially-deposited materials and have been

strongly influenced by mine tailings placed in the river as a result of past mining activity. In general, the alluvial valley-fill deposits are comprised of silty to clayey-sand and gravel. Soil parent materials at the toe of the steep slopes are colluvial and mixed, colluvial/alluvial and are highly erosive.

1.3 CONTAMINANT CHARACTERIZATION

The presence of elevated levels of antimony, arsenic, cadmium lead and zinc in the soil, groundwater and surface water, is the result of over 100 years of mining and 65 years of smelting activity. Heavy metals contamination has also extended into several communities.

In addition to total suspended particulates (TSP), there are four (4) chief metals¹ of concern for the area. The metals are antimony (Sb), arsenic (As), cadmium (Cd) and lead (Pb). The airborne concentrations of these materials are provided in the Table of Airborne Sampling results along with the location of the sample points attached at end of this Section. The units are in micrograms per kilogram ($\mu\text{g/kg}$) or parts per billion (ppb).

As a result of the findings of airborne concentrations of site contaminants, and information from similar previous contract operations, it is not expected that the Contractor's personnel will be exposed to the site's contaminates of concern. However, it is possible that the Contractor may be required to replace some existing culverts in as yet undisturbed soils on the site, with lead levels in excess of 10,000 milligrams per kilogram (this corresponds to 1 mg/m^3 of inhalable dusts if the inhalable dust is controlled to 10 mg/m^3 in accordance with customary USACE requirements). In addition, the breathing atmosphere for the workers shall be controlled such that the indigenous dusts and the crystalline silica do not equal or exceed the values posted for the materials by the ACGIH TLV booklet nor the values listed in parenthesis in the above tables for the metals. The Accident Prevention Plan shall include, in order, the written requirements for the engineering controls, administrative controls and personal protective equipment which shall be used in order to ensure that the Contractor's employees will be protected from these materials.

1.4 ACCIDENT PREVENTION PLAN (APP)

1.4.1 General

The APP shall consist of two parts, one for the specific safety and health requirements for work on Bunker Hill Superfund and a separate section to address general safety requirements for all other work. If work outside the Bunker Hill Superfund Site requires special safety considerations an addendum APP plan shall be developed and approved under the task order.

1.4.2 Basic Requirements

Prior to initiating on site work the Contractor shall submit, for Government Acceptance, a written APP which meets all of the basic requirements as delineated in Section 1 (01.A.07) and Appendix A, of EM 385-1-1 (1996). Any deficiencies in the APP shall be corrected prior to the pre-construction conference and commencement of on-site work. The APP shall be made available to all persons entering onto the work site(s) in accordance with EM 385-1-1 (1996). A copy of the written APP shall be maintained

¹ Although arsenic is not technically a metal the USEPA considers it as such and therefore includes it as one of the four chief metals of concern.

onsite. All site workers shall be current in the Hazwoper training requirements specified in 29 CFR 1926.62 and 29 CFR 1926.65 and proof of said training, for both supervisory personnel as well as non-supervisory personnel, shall be included in the APP.

The APP shall include and incorporate the lead compliance program specified in 29 CFR 1926.62(e)(2). The Contractor's APP shall demonstrate those steps which will be taken to also enforce the safety and health (S/H) regulations of 29 CFR 1926, with special attention to subpart .62 (Lead) for its employees as well as subcontractor personnel.

The APP shall also demonstrate what steps (engineering controls, administrative controls and PPE) the Contractor and Subcontractor(s) will take to ensure that site workers do not receive an occupational exposure to chemical hazards, indigenous dust, and/or respirable silica (Class 1 carcinogen); how the workers will be monitored; and which AIHA accredited laboratory will be used, to ensure that an occupational S/H exposure does not take place during workplace activities.

The APP shall include either the medical clearance report, of a medical physician for the site workers, or a written affidavit, on company letterhead, which attests, that all site workers are medically qualified to work on a lead contaminated site and use the required PPE (including respirators).

1.4.2.1 Activity Hazard Analysis (AHA)

The AHA, submitted as part of the APP, shall specifically list, in chronological order, the specifics of each task, the specific hazard(s) associated with the task and the specific hazard control technique(s)/method(s) which will be used to mitigate the hazards. The AHA shall be presented in the table format depicted in figure 1 of Section 1 of EM 385-1-1 (1996).

1.5 REPORTING

In addition to the other documents required in Close-out Report submittals, the Contractor shall include all personal exposure assessments/monitoring data and results for all materials of occupational health concern along with accident reports, near-miss reports, accident investigation reports and laboratory analytical reports.

1.6 SAFETY PROFESSIONAL

Contractor shall provide a Safety Professional to provide safety and health assessments, independent quality assurance support services, review monitoring data, and other tasks requiring the expertise of a Safety Professional. The Safety Professional shall have demonstrated a minimum of five years experience in construction safety and health and fulfill the requirements as a lead competent person in accordance with 29 CFR ~~1026.62~~ 1926.62. Additionally, a degree in occupational safety and health from an accredited curriculum, or a Certified Safety Professional (CSP), or a Certified Industrial Hygienist (CIH). A resume of credentials, relevant work and education history shall be provided as a submittal for approval.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

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Attachment follows. (one page)

Sample Location ²	Date of Sampling (dd/mm/yy)	Sample Name				
		TSP ³	Antimony (Sb)	Arsenic (As)	Cadmium (Cd)	Lead (Pb)
		(1000) ⁴	(250)	(5)	(2.5)	(30)
1	10/03/97	6	<.1	<.1	<.1	<.1
2		5	<.1	<.1	<.1	.1
3		1	<.1	<.1	<.1	<.1
4		14	<.1	<.1	<.1	.1
1	01/04/97	14	<.1	<.1	<.1	<.1
2		30	<.1	<.1	<.1	.1
3		88	<.1	<.1	<.1	.3
4		74	<.1	<.1	<.1	.4
1	17/04/97	34	<.1	<.1	<.1	.2
2		18	<.1	<.1	<.1	<.1
3		45	<.1	<.1	<.1	.1
4		20	<.1	<.1	<.1	<.1
1	24/04/97	26	<.1	<.1	<.1	.2
2		17	<.1	<.1	<.1	<.1
3		24	<.1	<.1	<.1	<.1
4		56	<.1	<.1	<.1	.2
1	09/05/97	5	<.1	<.1	<.1	<.1
2		39	<.1	<.1	<.1	.4
3		96	<.1	<.1	<.1	.5
4		70	<.1	<.1	<.1	.4
1	15/05/97	178	<.1	<.1	<.1	1.2
2		24	<.1	<.1	<.1	.7
3		38	<.1	<.1	<.1	.2
1	10/06/97	122	<.1	<.1	<.1	.9
2		453	<.1	<.1	<.1	1.1
3		89	<.1	<.1	<.1	.5

AIRBORNE SAMPLING RESULTS

All units in micrograms per kilogram (µg/kg) or parts per billion (ppb).

² Locations are as follows: 1 is the West Gate onto the site; 2 is the monitoring site in the town of Smelterville; 3 is the East Gate onto the site and 4 is a quality control sample taken at the same location as location 3.

³ Total suspended particulates.

⁴ The number in parenthesis at the top of the column represents the allowable airborne concentration, in µg/m³ of the material for persons working on this site. It is important that the Contractor ensure that the work activities do not cause the contaminants to exceed these levels at these locations.

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (GA)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

The basic contract submittal items include but are not necessarily limited to the following:

- Site Safety and Health Plan (SSHP) Addendum
- Contractor Quality Control Plan

1.1.1.2 Task Order Submittals

After the award of a Task Order and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and jointly develop the approved submittal listing.

1.1.2 Submittal Categories

- Government Approved (GA)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

- Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.1.3 Final Submittal Register

The final basic contract submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register. Task Order Submittals shall be submitted within the time frame required by the Contracting Officer.

1.2 SUBMITTAL TYPES

1.2.1 Basic Contract Submittals

Basic Contract Submittals cover general work requirements and information and will be required under the first task order. The Basic Contract Submittals must be approved prior to issuing of any construction or service task orders. No on-site operations will be allowed prior to approval of the Basic Contract Submittals.

1.2.2 Task Order Submittals

All other submittals will be task order specific and such submittals as are required will be identified in each individual task order.

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows for review purposes:

1.3.1 Government Approved (GA)

Submittals with notation "GA" or for "Government approval" indicates that Contracting Officer approval is required. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.3.2 Information Only (FIO)

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.4 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for Government approval. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.7 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract

requirements. This procedure applies to all submittals. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. GA submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

The submittal register - ENG Form 4288 – for Divisions 1 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section. A blank form ENG 4288 are attached at the end of this specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled “Item No.” and all data under “Contractor Schedule Dates” and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column “Item No.” are to be assigned sequentially starting with "1" for each specification section. DO NOT pre-assign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the “Remarks” column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

The transmittal form (ENG Form 4025), sample attached at end of this section, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 General

Shop drawings and ENG Form 4025 (sample attached at end of this section) shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals." ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Blank ENG Form 4025's will be furnished by the Contracting Officer upon request. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG Forms 4025 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

3.5.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. are specially identified in the individual task orders for Government approval, or
- b. are extensions of design, or
- c. represent critical materials, or
- d. involve equipment that must be checked for compatibility with an entire system, or
- e. depict deviation from the contract (such as an "or equal" decision).

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph CONTRACTOR APPROVAL STAMP. Names and titles of individuals authorized by Contractor to approve shop drawings shall be submitted to Contracting Officer. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

3.5.3 Variations

For submittals which include proposed variations requested by the Contractor, the column "h" variation" of ENG Form 4025 shall be checked AND FIVE COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the

submittal in the REMARKS BLOCK. Normally, variances are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and date. Three copies of the submittal will be retained by the Contracting Officer and 2 (two) copies of the submittal will be returned to the Contractor.

3.6.1 Processing of Government Approved Submittals

Five copies of all submittals requiring Government approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted (Action Code "A") submittals.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the items of the submittal needing the corrections.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." an explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted (Action Code "C") submittals.

e. Resubmittal will not be required for shop drawings stamped "Approved as Submitted (Action Code "A") or "Approved Except as Noted (Action Code "B")" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted (Action Code "C") or "Disapproved (Action Code "E")," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Government costs incurred after the first resubmittal will be charged to the Contractor.

3.7 INFORMATION ONLY SUBMITTALS (SUBMIT 3 COPIES OF DATA AND 4 COPIES OF ENG FORM 4025)

Normally submittals for information only will not be returned. Approval of the Government is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.7.1 Processing of Information Only Submittals

Three copies of all shop drawings submitted for information only shall be submitted prior to delivery of the material or equipment to the jobsite. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the Contractor approved submittals. The words "Contractor approved - information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. An additional completed ENG form 4025 shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received.

3.8 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR: _____
CONTRACT NO. _____
TRANSMITTAL NO. _____
ITEM NO. _____
SPECIFICATION SECTION _____
PARAGRAPH NO. _____
APPROVED: YES _____ NO _____
APPROVED WITH CORRECTIONS AS NOTED ON SUBMITTAL DATA _____
ON ATTACHED COMMENT SHEET _____
SIGNATURE: _____
TITLE: _____ DATE _____

CONTRACTORS REVIEW STAMP
MAXIMUM SIZE 3-INCHES X 3-INCHES

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR
MANUFACTURER'S CERTIFICATES OF COMPLIANCE

(Read instructions on the reverse side prior to initiating this form.)

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor)

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	---

[illegible]

REMARKS
I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

SECTION II - APPROVAL ACTION

[illegible]

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A --	Approved as submitted.	E --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX --	Receipt acknowledged, does not comply as noted with contract requirements.
D --	Will be returned by separate correspondence.	G --	Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the Contractor Quality Control (CQC) Plan for the overall contract, hereinafter referred to as the "General CQC Plan" proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the General CQC Plan

The General CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

3.2.2 Task Order CQC Addendum Plan

For each task order submit a CQC Addendum plan, with the task order proposal. The shall include all items which are specific to the task order, including any changes to the General CQC plan which may be proposed. The CQC Addendum Plan shall include the following:

a. A list of the definable features of work (Not required if work required is general or routine maintenance). A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction of each task order, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to

maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify an individual within its organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be available to visit the site at times during construction to verify compliance and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 3 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

3.4.2.1 The CQC system manager shall be an experienced construction person with a minimum of 3 years experience in related work. The CQC system manager may be assigned other duties such as project superintendent, project manager, and or safety officer in addition to quality control.

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work. This one day course is periodically offered in Spokane, Boise, Portland, and Seattle. For further information contact the Construction Division Office in your area, or the local Associated General Contractors office.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel. This individual is in addition to the Safety Professional required by Section 01110.

3.4.4 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Contractor may use standard report forms for submittal of any required data subject to the approval of the Contracting Officer.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the work performed, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site fabrication, and will be keyed

to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract plans.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements, see Table 1 – Minimum Testing, attached at the end of this specification section. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

3.7.2 Testing Laboratories

- a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

- (1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

- (a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

- (b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials. Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

<http://www.wes.army.mil/SL/MTC/mtc.htm>

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Cost of onsite inspections is \$2500 plus travel time and cost from Vicksburg MS. Cost of audits is \$1500. If an onsite inspection is required following an audit, the cost of the inspection shall be \$1500 plus travel time and cost. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Resident Office at the direction of the COR.

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.

d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Material received with statement as to its acceptability and storage.

f. Identify submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. List instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample Contractor Quality Control Report forms are enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

TABLE 1
 MINIMUM SAMPLING AND TESTING FREQUENCY

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
<u>Miscellaneous Fills, Embankments, Backfills, Subgrade, and Base Course Material</u>		
Perform testing as required by the task order instructions.		
<u>Asphaltic Concrete Pavements</u>		
Subgrade/Backfill for Pavements	Field Density ^{2/12/}	Two tests per lift for each increment or fraction of 5,000 s.f.
	Lab Density ^{3/}	One test initially per each type of material or blended material and one every 10 field density tests.
Base	In-Place Density ^{2/ 12/}	1 sample every 2,000 sy.
	Moisture-Density Relationship ^{3/}	1 initially and every 20 density tests.
Asphaltic concrete	Surface Density	1 test per day minimum and 1 at each separate pavement area of 5,000 s.f. or more.
	Smoothness	Two tests every 5,000 s.f.
<u>Portland Cement Concrete</u>		
Concrete	Slump	Conduct test every day of placement and for every 19 cubic meters (25 cy) and more frequently if batching appears inconsistent. Conduct with strength tests.
	Entrained Air	Conduct with slump test.
	Ambient and concrete temperatures	Conduct with slump tests.

Compressive strength

If placing over 10 cy take one set of 3 cylinders per day and every 76 cubic meters (100 cy) thereafter for each class of concrete. Test one cylinder at 7 days and two at 28 days.

NOTES:

- 1/ All acceptance tests shall be conducted from in-place samples.
- 2/ Additional tests shall be conducted when variations occur due to the contractors operations, weather conditions, site conditions, etc.
- 3/ Classification (ASTM D-2487), moisture contents, Atterberg limits and specific gravity tests shall be conducted for each compaction test if applicable.
- 4/ through 11/ (not used)
- 12/ The nuclear densometer, if properly calibrated, may be used but only in addition to the required testing frequency and procedures using sandcones. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.

(sample of Contractor's typical daily report)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt No. _____

Contract Title: _____ Location: _____

Weather: Clear ___ P. Cloudy ___ Cloudy ___ Rainfall ___ (___% of workday)

Temperature during workday: High _____ degrees F. Low _____ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>	<u>Work performed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. EQUIPMENT DATA:

<u>Type, Size, Etc.</u>	<u>Owned/Rented</u>	<u>Hours Used</u>	<u>Hours Standby</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

(Sample of Contractor's Typical Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE
CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM
HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY
SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR _____

DATE _____

REMARKS

END OF SECTION

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SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Bunker Hill Superfund Site

1.1.1.1 Water

The Contractor will be allowed to obtain, from an existing designated outlet and supply point, reasonable amounts of water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the temporary connections and lines after use as required. The water supply point will normally be available to others and will not be for the exclusive use of the Contractor.

1.1.1.2 Electricity

The Contractor shall be responsible for providing its own electrical power requirements.

1.1.2 Work Outside Bunker Hill Superfund Site

1.1.2.1 Water and Electricity

The Contractor shall be responsible for providing its own water and electricity.

1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections, if utilized, for the specific task order requiring the associated work. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S. Also submit Contractor's site trailer connections for any temporary facilities.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

1.5 TEMPORARY STAGING/STORAGE AREA

1.5.1 Staging/Storage Area

The Contractor may use a designated area within the Bunker Hill Superfund Site for general staging/storage areas. At other locations a specific area shall be designated or approved by the Contracting Officer for such use.

1.5.2 Use of Staging Areas

Contractor shall be responsible for keeping staging area, and office area clean. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the Contractor's payment.

1.5.2.1 Fencing of General Staging/Storage Area

At Bunker Hill Superfund Site the Contractor shall construct a temporary 6 foot high chain link fence around general staging/storage area. Fence posts shall be securely supported. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer such as at a specific work site. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area.

1.5.2.2 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the property.

1.5.2.3 Maintenance of Work and Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Area shall be maintained in a safe condition, accessible and free of debris.

1.5.3 Security Provisions

The Contractor shall be responsible for the security of its own equipment whether working on the Bunker Hill Superfund Site or at an offsite location; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the storage areas.

1.6 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.7 DIGGING PERMIT

Before performing any onsite excavation, the Contractor shall notify the Contracting Officer and the appropriate local authorities as required to obtain a digging permit and clearances from all the various utilities. Copies of clearances shall be provided to the Government Representative. Utility lines shall be marked in the field prior to excavation. The locations of any utilities obtained from the clearances shall be verified on or added to the as-built drawings.

1.8 TRAFFIC CONTROL

The Contractor shall provide for movement of traffic through and around each construction zone in a manner that is conducive to the safety of motorists, pedestrians, and workers. This shall include placement and maintenance of traffic control devices in accordance with the U.S. Department of Transportation, Federal Highway Administration publication, Manual on Uniform Traffic Control Devices. Traffic control on public streets shall be coordinated with the appropriate local government agencies with a copy of all requests and approved plans to the Contracting Officer at least 5 working days prior to work. Street closures on Bunker Hill Superfund Site shall at all times allow street access to a building from one direction. Excavations shall not remain open for more than 1 working day without approval.

1.9 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the construction limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. If such utilities will interfere with construction operations, the Contractor shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01703

WARRANTY OF CONSTRUCTION

PART 1 GENERAL

1.1 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTAL PROCEDURES.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 WARRANTY OF CONSTRUCTION (APR 1984) (FAR52.246-21)

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 of this Clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

3.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

3.1.3 The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

3.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage and the Contractor shall respond and be on-site to correct the problem within 1 working day after notification. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power or heat, the Contractor shall respond within 4 hours.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time as determined by the Government, after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

3.1.10 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.1.11 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker on Contractor-installed equipment. Lettering shall be block-type upper case and easily readable. Sticker shall be of a durable type material and of a type that can be written on. Sticker shall state the following:

- a. The title "Equipment Warranty."
- b. Contractor's name and Contract Number.
- c. Date warranty expires.
- d. Point of contact, including name and telephone number.
- e. Manufacturer.

3.1.12 Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis shall not be included in this warranty. In this event, the Contractor shall require the subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

END OF SECTION

SECTION 02120

DISPOSAL OF EXCAVATED MATERIALS

PART 1 GENERAL

1.1 COST

Except as provided elsewhere in these specifications for the particular usage of excavated materials, include the cost of all work described in this section in the prices in the Schedule for excavation for the associated item of work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 MATERIAL PLACEMENT

Use all suitable material from required excavation, or as much thereof as may be required, for backfill, embankment, topsoil, or other required earthwork. Locations and procedures for stockpiling shall be subject to the approval of the Contracting Officer.

3.2 WASTE MATERIALS

3.2.1 Bunker Hill Superfund Limits

Waste material from required excavation which is not suitable or required for the above purpose by depositing in designated area within limits of the Superfund site.

3.2.2 Outside Limits of Bunker Hill Superfund

Waste material from required excavation which is not suitable or required for the above purpose by depositing in either approved off-site landfill areas or in specially designated sites for contaminated materials if so designated. If a specially designated waste site must be used any additional costs will be negotiated.

3.3 LIMITATIONS

Do not waste materials within 12 feet of drainage channels; within 12 feet of the edge of prescribed or actual cuts in the case of laterals, wasteways, or drains; or in wetlands. Do not waste by dumping from the top of a natural slope. Leave waste banks with reasonably even and uniform surfaces, and grade and replant waste banks in accordance with Section 02370 EROSION CONTROL.

01015
Infra-Structure, O&M Support, Construction and Maintenance Services
Idaho Panhandle

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 WORK INCLUDED

Various tasks requiring earthwork may include excavation, hauling, disposal, placement, grading and compaction for drainage, utilities, roadways, slope maintenance or other purposes in accordance with the directions of the COR. Payment for a specific task under this section will either be made under and as a part of an overall item for the task (eg: Utility systems construction) or by miscellaneous equipment requests as determined by the COR and in conjunction with the price SCHEDULE (Section 00010).

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1556	(1990, R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991, R 1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.3 DEFINITIONS

The terms listed below shall be given the following meanings for work items covered under a part of this specification.

1.3.1 Satisfactory Materials

Materials classified in ASTM D 2487 as CL, ML, SM, SP-SM, GP-GM, GW, GM, and GC, and free from roots and other organic matter, trash, debris, and frozen materials and stones larger than 6 inches in any dimension are satisfactory.

1.3.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Materials classified in ASTM D 2487 as Pt, OH, and OL are unsatisfactory. Unsatisfactory materials also include man-made fills, refuse, or backfills from previous construction unless otherwise directed.

1.3.3 Cohesionless and Cohesive Materials

Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have a plasticity index of zero.

1.3.4 Degree of Compaction

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 and specified below as a percent of laboratory maximum density.

1.4 CLASSIFICATIONS

All material from required excavations shall be considered unclassified.

PART 2 PRODUCTS

2.1 BORROW MATERIAL

If borrow material is required, it will be identified in the task order as to on-site availability or to the need for off-site material from commercial sources.

2.1.1 Selection

All off-site sources of borrow material shall be selected to meet requirements and conditions of the particular fill for which it is to be used and shall be subject to the approval of the COR. Borrow material shall be free of clay balls, organics, and shall be well-graded from coarse to fine with a maximum size of 6 inches.

2.1.2 Borrow Pits

On-site borrow sites shall require necessary clearing, grubbing, disposal of debris, and satisfactory drainage of borrow pits as incidental operations to the borrow excavation. Overburden and topsoil shall be stockpiled for special purposes. Borrow pits shall be neatly trimmed with no dirt or rubble piles, and no excavated slopes steeper than 1-1/2 horizontal to 1 vertical, after borrow is completed.

PART 3 EXECUTION

3.1 GENERAL

Before beginning excavation or earthwork operations in any area, the COR shall have approved the work plan and locations of such activities and ensure the required preliminary operations have been conducted.

When any excavating operations encounter unknown artifacts or materials of any kind, the operations shall be temporarily discontinued until the COR has been notified and a determination has been made regarding the nature, significance and extent of the item(s) and a decision has been made to preserve the items or materials or allow for their removal.

In all cases, the Contractor shall not interrupt existing surface drainage, sewers or under-drainage, conduits, utilities or similar underground structures unless expressly indicated in the task order instructions, otherwise the Contractor shall take all necessary precautions to preserve such features.

3.2 EXCAVATION

Excavations shall be performed as required for the item of work or with the method and type of equipment as ordered in the task order instructions. Where indicated, excavations shall be conducted under the general directions of the COR. Excavations carried below the depths indicated, without specific directions or approval shall, except as otherwise approved, be refilled to the proper depth with satisfactory material. Such overbreak shall be replaced or removed from the site at the Contractor's expense. All unsuitable material shall be disposed of as specified in the task order instructions.

3.3 FORMATION OF FILLS

Where indicated or directed, fills and embankments shall be constructed at the locations and to lines and grades specified. The material shall be placed in successive horizontal layers of not more than 9 inches in loose depth. Each layer shall be compacted by approved methods before the overlaying lift is placed. Moisture content of the fill or backfill material shall be adjusted by wetting or aerating, as required. Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. When so directed, the Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

3.4 SUBGRADE PREPARATION FOR ASPHALTIC CONCRETE SURFACING

Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as shown on the drawings or as directed by the Contracting Officer. Low areas resulting from removal of unsatisfactory material or excavation of rock shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section and compacted as specified.

3.5 COMPACTION

Each layer of the fill or embankment and subgrade shall be compacted as follows:

(a) Under pavements and shoulders: To at least 90 percent in cohesive materials and 95 percent in cohesionless materials (of laboratory maximum density.)

(b) Under non-paved areas: Scarifying, blading, rolling and other approved methods shall be performed as specified in the task order instructions and as directed by the COR to provide a thoroughly compacted subgrade shaped to the required lines and grades.

Recompaction over underground utilities shall be by hand tamping.

3.6 FIELD TESTING CONTROL

3.6.1 Paved Surfaces

Testing shall be the responsibility of the Contractor and shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. The minimum number and type of testing required shall conform to Table 1 under Section 01451 CONTRACTOR QUALITY CONTROL. Field in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

3.6.2 Unpaved Surfaces

Testing, if applicable, will be described in the task order instructions.

END OF SECTION

SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to excavate trenches for utility installation and to backfill the trenches after the utility system is installed. Installation of the utility conduit or pipe is not included in this section. Excavation for culverts is not included in this section.

1.2 SAFETY AND CODES

1.2.1 Shoring, Sheet piling, Bracing, and Sloping

Install and maintain shoring, sheet piling, bracing, and sloping necessary to support the sides of the excavation, to keep and to prevent any movement which may damage adjacent pavements, utilities, or structures, damage or delay the work, or endanger life and health. Install and maintain shoring, sheet piling, bracing, and sloping as required by EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

1.2.2 Excavation Safety

The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation sideslopes and prevent rock falls to ensure that persons working in or near the excavation are protected.

1.2.3 Codes, Ordinances, and Statutes

Contractors shall familiarize themselves with, and comply with, all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Provide all materials and equipment necessary to accomplish the work specified in this section.

2.1.1 Select Fill

Unless otherwise specified, excavated material free from organic material and roots, maximum size 6 inches, and well-graded from coarse to fine.

PART 3 EXECUTION

3.1 TRENCH EXCAVATION

Trench excavation of whatever substances encountered shall be performed to the lines and grades indicated. During excavation, select fill material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from the site and shall be disposed of in designated waste areas as directed. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating therein shall be removed so that the stability of the bottom and sides of the excavation is maintained. Unauthorized overexcavation shall be backfilled in accordance with paragraph BACKFILLING at no additional cost to the Government. Trench width at the top of the pipe shall be pipe outside diameter plus 18 inches minimum.

3.2 CLASSIFICATION OF EXCAVATION

Trench excavation is unclassified. Complete all trench excavation regardless of the type, nature, or condition of the materials encountered. Rock excavation is not included.

3.3 BOTTOM PREPARATION

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 2 inches or greater if any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

3.4 JACKING, BORING, AND TUNNELING

Unless otherwise indicated, trench excavation shall be by open cut, except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Contracting Officer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly tamped in such sections.

3.5 BACKFILLING

Backfill material shall consist of excavated select fill material. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified. The backfill shall be brought up evenly on both sides of the pipe for the full length. Care shall be taken to ensure thorough compaction of the full under the haunch of the pipe.

3.6 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

3.6.1 Water Lines

Trenches shall be of a depth to provide a minimum cover of 3 feet from the existing ground surface, or from the indicated finished grade, whichever is lower, to the top of the pipe. For fire protection yard mains or piping, an additional 6 inches of cover is required.

3.6.2 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 24 inches from the finished grade, unless otherwise indicated.

3.7 PLASTIC MARKING TAPE

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown. The plastic tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. Tape color shall be as specified in Table 1 and shall bear a continuous printed inscription describing the specific utility. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.

Table 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

3.8 FIELD TESTING CONTROL

3.8.1 Paved Surfaces

Testing shall be the responsibility of the Contractor and shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. The minimum number and type of testing required shall conform to Table 1 under Section 01451 CONTRACTOR QUALITY CONTROL. Field in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

3.8.2 Unpaved Surfaces

Testing, if applicable, will be described in the task order instructions.

END OF SECTION

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SECTION 02370

EROSION CONTROL

PART 1 GENERAL

1.1 WORK INCLUDED

The work may require installation of certain erosion control items consisting of silt fences, straw bales barrier, and hydroseeding or other features as directed by the Contracting Officer.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01 (Aug 95) Federal Seed Act Regulations Part 201

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; GA.

Submit detail drawings for proposed materials and construction of silt fences.

SD-08 Statements

Delivery of Seed; FIO.

SD-13 Certificates

Certificates of Compliance, Seed, Materials; GA.

For seed mixture, percent pure live seed, maximum weed seed content and state certification.
For other materials, certifying that materials meet the requirements specified.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of seed delivery.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed shall be stored in cool, dry locations away from contaminants.

1.4.4 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 24 hours.

PART 2 PRODUCTS

2.1 SILT FENCES

Silt fences shall consist of approved filter fabric supported on wire mesh fencing having line posts at 10-foot centers and constructed according to Best Management Practices document for State of Idaho.

2.2 SEED

2.2.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

2.2.2 Seed Mix

Seed mix shall have the following composition and quality. Seed shall be applied at a minimum application of 70 pounds of seed per acre using a hydroseeder. The application shall include a minimum of 500 pounds of fertilizer and 2,000 pounds of wood cellulose fiber per acre.

Common name	Scientific name	Pct by wt.	Min. pct.	# PLS* / Acre
Slender wheatgrass	<i>Elymus trachycaulus ssp. trachycaulus var. Revenue</i>	20.00	19.6	14.0
Creeping red fescue	<i>Festuca rubra var. Pennlawn</i>	7.00	6.86	4.9
Meadow foxtail	<i>Alopecurus pratensis</i>	7.00	6.86	4.9
American Sloughgrass	<i>Beckmannia syzigachne</i>	3.50	3.43	2.5
Redtop	<i>Agrostis alba</i>	0.50	0.49	0.4
Alsike clover	<i>Trifolium hybridum</i>	5.00	4.9	3.5
Idaho fescue	<i>Festuca idahoensis var. Joseph</i>	8.00	7.84	5.6
Sheep fescue	<i>Festuca ovina var. Covar</i>	6.00	5.88	4.2
Mountain brome	<i>Bromus marginatus var. Bromar</i>	11.00	10.78	7.7
White Yarrow	<i>Achillea millefolium</i>	1.00	0.98	0.7
Blue flax	<i>Linum lewisii var. Appar</i>	8.00	7.84	5.6
Rocky Mountain penstemon	<i>Penstemon strictus</i>	5.00	4.9	3.5
Canada bluegrass	<i>Poa compressa</i>	1.00	0.98	0.7
Big bluegrass	<i>Poa ampla var. Sherman</i>	2.00	1.96	1.4
Cicer milkvetch	<i>Astragalus cicer</i>	15.00	14.7	10.5
Weed seed			0.5 (Max.)	
Inert and other crop			1.5 (Max.)	
		100.00	100	70.0

* pure live seed

2.2.3 Quality

Weed seed shall be a maximum 0.5 percent by weight of the total mixture.

2.3 STRAW BALES

Straw or hay bales suitable for erosion control applications.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES AND STRAW BALES BARRIER

3.1.1 Silt Fences

Install silt fences in accordance with the approved detail drawings as directed by the Contracting Officer.

3.1.2 Straw Bale Barrier

Install straw bales barrier as directed by the Contracting Officer.

3.2 MAINTENANCE OF SILT FENCES AND STRAW BALES BARRIER

This work will consist of inspection of installed silt fences and straw bales and performing repairing, aligning, replacing of small damaged sections, and cleaning those items as required to maintain them in satisfactory operating condition.

3.3 SEED INSTALLATION

Hydroseed areas directed by the Contracting Officer using equipment suitable to properly apply the materials as intended. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Seeding Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the specified rate. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

END OF SECTION

SECTION 02640

CULVERTS

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work required to install new or replace existing culverts, complete. The work includes excavation as required, removal of existing culverts as required, installation and backfill of trenches. Surface restoration and disposal of removed culverts and unsuitable material are included in other sections and pay items.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO HB-16 (1996) Standard Specifications for Highway Bridges

AASHTO M 294 (1998) Corrugated Polyethylene Pipe, 300- to 1200- mm
Diameter

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1248 (1998) Polyethylene Plastics Extrusion Materials for Wire
and Cable

ASTM D 1556 (1990, R 1996) Density and Unit Weight of Soil in Place by
the Sand-Cone Method

ASTM D 2167 (1994) Density and Unit Weight of Soil in
Place by the Rubber Balloon Method

1.3 SHORING, SHEETING, EXCAVATION SAFETY, AND REGULATORY REQUIREMENTS

See Section 02316, EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES
SYSTEMS.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Instructions

Installation; FIO

Manufacturer's instructions for handling and installing materials provided.

SD-13 Certificates

Certificates of Compliance; FIO

Manufacturer's Certificate of Compliance stating that the manufactured materials comply with these and referenced specifications.

1.5 DELIVERY, STORAGE, AND HANDLING

1.5.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. Gasket materials and plastic materials shall be protected from exposure to the direct sunlight over extended periods.

1.5.2 Handling

Materials shall be handled in such a manner as to insure delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 PIPE FOR CULVERTS

2.1.1 Corrugated Polyethylene (CPE) Pipe

CPE pipe shall be high-density polyethylene corrugated pipe with smooth interior. Pipe and fittings shall be manufactured from high-density polyethylene resin that shall meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D 1248. Pipe manufactured to AASHTO M 294.

(a) The nominal size of the pipe is based on the nominal inside diameter of the pipe. The tolerance on the specified inside diameter shall be +3 percent, -1 percent or 1/2 inch, whichever is less.

(b) The pipe shall be joined by split corrugated couplings at least seven corrugations wide and exceeding the soil tightness requirements of the AASHTO Standard Specifications for Highway Bridges.

2.2 JOINTS

Use standard couplings and fittings provided by the CPE pipe manufacturer.

PART 3 EXECUTION

3.1 EXCAVATION FOR PIPE CULVERTS

3.1.1 Trenching

The width of trenches at any point below the top of the pipe shall be not less than the outside diameter (O.D.) of the pipe plus 18 inches. Sheet piling and bracing where required shall be placed within the trench width. Care shall be taken not to overexcavate.

3.1.2 Removal of Unsuitable Material

Where wet or otherwise unsuitable soil incapable of properly supporting the pipe, as determined by the Contracting Officer, is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with Borrow Area Material specified in Section 02300, EARTHWORK, and compacted as provided in paragraph "BACKFILLING." When removal of unsuitable material is due to the fault or neglect of the Contractor in his performance of shoring and sheet piling, water removal, or other specified requirements, resulting material shall be excavated and replaced. Disposal of unsuitable material shall be as specified in Section 02120, DISPOSAL OF EXCAVATED MATERIALS.

3.2 BEDDING

The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe. Pipe shall be bedded carefully in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe for the entire length of the pipe. The bedding shall be tamped. Depressions for joints shall be only of such length, depth, and width as required for properly making the particular type of joint. Bedding for pipe shall be select excavated material free of rocks larger than 2 inches. Bedding material shall be used for initial backfill and compacted to 12 inches above top of pipe.

3.3 PLACING PIPE

Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall be inspected before backfilling, and those pipes damaged during placement shall be removed and replaced. Laying shall be with the separate sections joined firmly, and shall follow manufacturer's recommendations.

3.4 BACKFILLING

3.4.1 Backfilling Pipe in Trenches

After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. Care shall be taken to insure thorough compaction of the fill under the haunches of the pipe.

Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding 6 inches close thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines. Tests for density will be made as necessary to insure conformance to the compaction requirements specified elsewhere in this paragraph. Where it is necessary in the opinion of the Contracting Officer, any sheeting or portions of bracing used shall be left in place and the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.4.2 Compaction

3.4.2.1 General

Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands. Cohesive materials include clayey and silty gravels, gravel-silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands. When results of compaction tests for moisture-density relations are recorded on graphs, cohesionless soils will show straight lines or reverse-shaped moisture-density curves, and cohesive soils will show normal moisture-density curves.

3.4.2.2 Minimum Density

Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density (densities) which will be determined as specified in this paragraph.

Under paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.

Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.

Under nontraffic areas, density shall be not less than that of the surrounding material.

3.4.3 Determination of Density

Testing shall be the responsibility of the Contractor and performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. Tests shall be performed in sufficient number to insure that specified density is being obtained. Field density tests shall be determined in accordance with ASTM D 2167 or ASTM D 1556. Test results shall be furnished to the Contracting Officer.

END OF SECTION

SECTION 02722

GRAVEL BASE COURSE

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to provide and install gravel base course material prior to placement of asphalt concrete surfacing.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127	(1988, R 1993) Specific Gravity and absorption of Coarse Aggregates
ASTM C 128	(1993) Specific Gravity and absorption of Fine Aggregates
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1992) Sampling Aggregate
ASTM D 422	(1963, R 1998) Particle Size Analysis of Soils
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.
ASTM D 4318	(1993) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.3 DEFINITIONS

1.3.1 Gravel Base Course

A course of crushed rock placed, graded, and compacted on a roadway subgrade, that provides a surface for placing either a top course material or asphalt concrete surfacing.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09, Reports

Test Reports; GA

Results of laboratory tests specified under paragraph Aggregates shall be submitted to the Contracting Officer and approved prior to using each material. Tests shall show liquid limit, plasticity index, fractured faces, and sieve analysis tests including percentage of particles having diameters less than 0.02 mm.

1.5 WEATHER LIMITATIONS

Crushed rock materials shall not be constructed when the atmospheric temperature is less than 35 degrees F. Crushed rock materials shall not be constructed on subgrades that are frozen or contain frost. If the temperature falls below 35 degrees F, completed areas shall be protected against any detrimental effects of freezing.

1.6 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.6.1 General Requirements

Plant, equipment, machines, and tools used in the work shall be maintained in satisfactory working condition at all times. Other compacting equipment may be used in lieu of that specified, where it can be demonstrated that the results are equivalent. The equipment shall be adequate and have the capability of producing the results specified.

1.6.2 Sprinkling Equipment

Sprinkling equipment shall consist of tank trucks, pressure distributors, or other approved equipment designed to apply controlled quantities of water uniformly over variable widths of surface.

1.6.3 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 10 foot straightedge for use in the testing of the finished surface. Straightedge shall be made available for Government use.

1.7 STOCKPILING MATERIALS

Materials shall be stockpiled in the manner and at locations designated. Before stockpiling of material, storage sites shall be cleared, and sloped to drain. Materials obtained from different sources shall be stockpiled separately.

1.8 SAMPLING AND TESTING

1.8.1 General Requirements

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. No work requiring testing shall be permitted until the facilities have been inspected and approved. The first inspection shall be at the expense of the Government. Cost incurred for any subsequent inspection required because of failure of the facilities to pass the first inspection will be charged to the Contractor.

1.8.2 Test Results

Results shall verify that materials comply with this specification. When deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced or modified to meet specification requirements.

1.8.3 Sampling

Aggregate samples for laboratory tests shall be taken in accordance with ASTM D 75.

1.8.4 Sieve Analysis

Before starting work, at least one sample of material shall be tested in accordance with ASTM C 136 and ASTM D 422 on sieves conforming to ASTM E 11.

1.8.5 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be in accordance with ASTM D 4318.

1.8.6 Laboratory Density

Tests shall provide a moisture-density relationship for the stabilized-aggregate. Tests shall be conducted in accordance with ASTM D 1557, Method D.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Aggregates

Aggregates shall consist of crushed stone, crushed gravel, angular sand, or other approved materials. Aggregates shall be durable and sound, free from lumps of clay, organic matter, objectionable coatings, and other foreign material. Material retained on a No. 4 sieve shall be known as coarse aggregate and that passing the No. 4 sieve shall be known as binder material.

2.1.1.1 Coarse Aggregate

Coarse aggregates shall consist of angular fragments of uniform density and quality. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3, and an elongated particle is one having a ratio of length to width greater than 3.

a. Crushed Gravel: Crushed gravel shall be manufactured from gravel particles 50 percent of which by weight are retained on the maximum size gradation sieve specified.

b. Crushed Stone: Crushed stone retained on each sieve specified shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are adjacent, the angle between the planes of the fractures must be at least 30 degrees to count as two fractured faces.

2.1.1.2 Binder Material

Binder material shall consist of screenings, angular sand, or other finely divided mineral matter processed or naturally combined with the coarse aggregate. Liquid-limit and plasticity-index requirements shall apply to any component that is blended to meet the required gradation and shall also apply to the completed course. The portion of any component or of the completed course passing the No. 40 sieve shall be either nonplastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

2.1.2 Gradation

Requirements for gradation specified shall apply to the completed course. The aggregates shall be continuously graded within the following limits:

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
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Gravel Base Course

2-inch	100
1-1/2-inch	70-100
1-inch	45-80
1/2-inch	30-60
No. 4	20-50
No. 10	15-40
No. 40	5-25
No. 200	0-5

Particles having a diameter of less than 0.02 mm will not exceed 3 percent by weight of the total aggregate, as determined in accordance with ASTM D 422, tested in the completed layer.

The values are based on aggregates of uniform specific gravity, and the percentages passing the various sieves are subject to appropriate correction in accordance with ASTM C 127 and ASTM C 128 when aggregates of varying specific gravities are used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

When the crushed rock material is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be stabilized. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 PREPARATION OF UNDERLYING COURSE

3.2.1 General Requirements

Before constructing stabilized-aggregate course, the previously constructed underlying course shall be cleaned of foreign substances. Surface of underlying course shall meet the specified compaction and surface tolerances. Subgrade shall conform to Section 02300 EARTHWORK. Ruts or soft, yielding spots that may appear in the underlying course, areas having inadequate compaction, and deviations of the surface from requirements specified shall be corrected. Finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until base course is placed.

3.2.2 Grade Control

Underlying material shall be excavated to sufficient depth so that the finished stabilized course with any subsequent course will meet the fixed grade. Finished and completed course shall conform to the lines, grades, cross section, and dimensions indicated.

3.3 INSTALLATION

3.3.1 Compaction

Each layer of stabilized aggregate course shall be compacted. Water content shall be maintained at optimum. Density of compacted mixture shall be at least 100 percent of laboratory maximum density. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not occur. Areas inaccessible to the rollers shall be compacted with mechanical tampers, and shall be shaped and finished by hand methods.

3.3.2 Layer Thickness

Compacted thickness of the stabilized course shall be as directed. No layer shall be in excess of 8 inches nor less than 3 inches in compacted thickness.

3.3.3 Finishing

The surface of the top layer shall be finished to grade and cross section shown. Finished surface shall be of uniform texture. Light blading during compaction may be necessary for the finished surface to conform to the lines, grades, and cross sections. Should the surface for any reason become rough, corrugated, uneven in texture, or traffic marked prior to completion, such unsatisfactory portion shall be scarified, reworked, recompacted, or replaced as directed.

3.3.3.1 Smoothness

Surface of each layer shall show no deviations in excess of 3/8 inch when tested with the 10-foot straightedge. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting, as directed.

3.3.3.2 Thickness Control

Compacted thickness of the stabilized base course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured

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thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated.

END OF SECTION

SECTION 02930

MISCELLANEOUS PLANTINGS

PART 1 GENERAL

1.1 WORK INCLUDED

The work may require planting of shrubs and/or trees. Shrubs and/or trees may be Government furnished or Contractor furnished. Miscellaneous planting work shall include all labor, equipment, and material necessary to plant GOVERNMENT furnished or CONTRACTOR furnished plants on the Bunker Hill Superfund Site. All such plantings, if required, will be identified under a specific task order(s) and the costs to perform this work will be included as a non-prepriced item and/or a materials allowance.

PART 2 PRODUCTS

2.1 MISCELLANEOUS PLANTS

Provide plants as described in the individual task order(s) issued under this contract.

2.2 MISCELLANEOUS MATERIALS

Provide miscellaneous materials including fertilizer and mulch as described in the individual task order(s) issued under this contract.

PART 3 EXECUTION

3.1 GENERAL

The areas planned for planting will be as described under the individual task order(s) issued under this contract.

END OF SECTION

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SECTION 02951

MISCELLANEOUS WORK AND EQUIPMENT REQUESTS

PART 1 GENERAL

1.1 WORK INCLUDED

This section includes description of labor by specific trades that are not specifically identified elsewhere. All tools and equipment normally required in the performance of the craft or work task shall be provided by the Contractor. This section includes minimum requirements for equipment to be furnished with operator. When work is requested by the Contracting Officer under this section, it will be identified in scope under the particular task order requiring the work.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment List; FIO.

Provide a list of all equipment proposed for use on this contract including manufacturers model no., date of manufacture, and description of equipment showing conformance to specified requirements.

SD-13 Certificates

Qualifications; GA.

Written documentation for personnel providing services showing training, experience and licensing documentation.

1.4 LICENSING AND CERTIFICATIONS

All trade crafts required shall be licensed, certified, or have such appropriate qualifications to perform the specific work required. Submit appropriate documentation for required crafts prior to beginning any task order work.

1.5 DEFINITIONS OF MISCELLANEOUS WORK TASKS

1.5.1 Electrical

Electrical work shall include maintenance and repair of electrical systems up to 600 volts. All electrical work shall comply with applicable provisions of NFPA 70 and the State of Idaho Electrical Code.

1.5.2 Plumbing

Plumbing work shall include the maintenance and repair of plumbing systems and fixtures in buildings and associated structures and include work up to 5 feet beyond the building's outside wall line. All plumbing work shall comply with the plumbing laws, rules, and regulations of the State of Idaho and of the City of Kellogg, Idaho.

1.5.3 Mechanical Maintenance and Repair

The work required to maintain the pumps (including motors), piping and other mechanical features of the pump station and the decontamination station(s).

1.5.4 Painting

Painting shall include both interior and exterior of all types of surfaces including miscellaneous items such as signs, guard posts, rails etc. All painting, whether interior or exterior, shall include all work necessary for a finished job. All painting shall comply with Federal, state, and local requirements.

1.6 EQUIPMENT REQUIREMENTS

All equipment provided shall be in proper mechanical and operating condition and shall be operated by an operator experienced in the type of work for which the equipment will be used. Equipment provided shall meet or exceed the following requirements. All equipment must conform to EM 385-1-1. (Note: this list is not all inclusive, see the Schedule (Section 00010) for general equipment requirements; also, other types of equipment may be required in a particular task order which are subject to approval):

Hydraulic Excavator (190 HP)

- Minimum 190 flywheel horsepower.
- Tracked crawler type.
- No fluid leaks, machine may do instream work.
- Bucket must be equipped with hydraulic thumb.
- Bucket capacity minimum of 1-3/4 cubic yards.
(clamshell type not acceptable.)
- Hydraulically operated.
- Maximum undercarriage width of 12 feet.
- Minimum operating weight of 70,000 pounds.
- Maximum operating weight of 80,000 pounds.
- Minimum digging depth of 22 feet.
- 1993 model or later.

Motor Grader

- ROPS rollover protection with cab.
- 18 inch moldboard height with sharp cutting bits.
- 50 percent of original tread depth on tires.
- Operating head and rear lights (night work).
- Four-way flashing or flashing amber warning lights.
- Minimum 175 flywheel horsepower.
- Rear ripper bar for scarifying with minimum 5 teeth.
- Minimum weight of 30,000 pounds.
- 1993 model or later.

Wheeled Front - End Loader

- 130-160 flywheel horsepower, turbo charged.
- ROPS rollover protection with enclosed cab.
- Articulated.
- 50 percent of original tread depth on tires.
- Operating front and rear lights (night work).
- Four-way flashing or flashing amber warning lights.
- Backup warning device.
- Minimum bucket capacity of 2 cubic yards with rock teeth and smooth cutting edge.
- 1993 model or later.

End Dump Truck

- Shall have annual U.S. DOT safety inspection and meet all safety standards set by the State of Idaho and Corps of Engineers and shall be licensed to haul designated materials within the State of Idaho.
- 350 horsepower with engine brake.
- 12 to 14 cubic yards rated capacity. Minimum 12 cubic yards without side boards, water level.
- End dump with removable tailgate.
- Single unit tandem drive axle.
- Hydraulic hoist.
- No fluid leaks
- Equipped with CB radio for driver safety.
- 1993 model or later.

Crawler Tractor (75-100 HP)

- 75-100 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 6-way angle dozer blade
- Winch with 9/16 or 5/8 inch cable, minimum of 100 feet.
- 1993 model or later.
- D-3 or similar equipment

Crawler Tractor (140-160 HP)

- 140-160 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 4-way dozer blade.
- Minimum track grouser height shall be maintained at 1-1/2 inch, measured at track center.
- A direct mount ripper with tillage depth greater than 18 inches and three shanks.
- 1993 model or later.
- D-6 or similar equipment

Crawler Tractor (Min. 300 HP)

- Minimum 300 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 4-way dozer blade.
- Minimum track grouser height shall be maintained at 1-1/2 inch, measured at track center.
- A direct mount ripper with tillage depth greater than 18 inches and three shanks.
- 1993 model or later.
- D-8 or similar equipment

Vibratory Smooth Drum Compactor

- Self propelled with rubber tired tractor unit.
- Minimum 174 flywheel horsepower.
- Backup warning device.
- Minimum operating weight of 23,150 pounds.
- 1993 model or later.

PART 2 PRODUCTS

2.1 MATERIALS

All materials required in the performance of the work shall be furnished by the Contractor unless otherwise provided by the Government in the task order instructions or specified in the technical specifications.

2.1.1 Paint

Colors for finish coats will be specified by the Contracting Officer. Paint shall be delivered to the job site in original, unopened containers bearing the manufacturer's name, brand designation, and instructions for application. Thinners shall be used only when mandatory for the type of paint being used and with prior approval of the Contracting Officer.

PART 3 EXECUTION

3.1 MISCELLANEOUS LABOR

All work requested shall be accomplished as required and as approved by the Contracting Officer.

3.1.1 Painting

a. Protection of Areas. All equipment and other surfaces which are not to be painted shall be carefully moved, covered, or otherwise protected prior to painting. Items such as hardware, hardware accessories, machined surfaces, light fixtures, and similar items in contact with painted surfaces shall be removed, masked, or otherwise protected prior to surface preparation. After painting, the Contractor shall remove new paint from surfaces not to be painted and restore to original condition. All removed items shall be repositioned and other property returned to their original position. Painted items shall operate smoothly without binding. The Contractor shall be responsible for the cost of repairing any damage caused to Government or personal property.

b. Surface Preparation. Surfaces to be painted shall be cleaned to remove all dirt, dust, rust, scale, splinters, mildew, chalked paint, loose particles, disintegrated coatings, grease, oil, and other deleterious substances. Sanding, wire brushing, washing, and chemical treatments shall be used as necessary to properly prepare the surface for painting, except that water shall not be used on unpainted wood. All scratches, nicks, cracks, gouges, spalls, alligatoring, and irregularities due to partial peeling of previous paint shall be repaired, sanded, spackled, caulked, or otherwise treated to render such defects practically imperceptible. Caulking and other compounds shall be allowed to cure for the times stated in the manufacturer's literature prior to painting. Existing enamel and other glossy surfaces shall be sanded. All

new work, surfaces bared by surface preparation, and exposed nails and other ferrous metals shall be primed.

c. Workmanship. Paint shall be carefully applied with good, clean brushes, rollers, or approved airless sprayers to provide smooth finished surfaces free from runs, drops, ridges, waves, laps, brush marks, variations in color, or other defects. Unless otherwise directed, two coats shall be applied to all new surfaces, or surfaces bared by surface preparation, and as required to completely cover stains and marks. First coats shall be thoroughly dry prior to application of second coats. Each coat shall be of sufficient thickness to completely cover the preceding coat or surface.

3.2 MISCELLANEOUS EQUIPMENT REQUESTS

All work requested shall be accomplished as required and as approved by the Contracting Officer.

END OF SECTION

SECTION 02985

ROADWAY MAINTENANCE

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to provide equipment with operator for general and routine maintenance of roadways as described hereinafter. All such work activities shall be subject to the general direction of the COR for the locations and times when Contractor performance is required.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Data

Street Sweeper; GA.

Manufacturer's data for street sweeper including all pertinent details and recommendations for using this equipment on the site's roads and parking areas for the likely types of dust materials to be encountered.

1.3 EQUIPMENT DESCRIPTIONS

1.3.1 Water Truck

Provide a watering truck with street washing accessories for washing down streets as requested and dust control. The source of water for this activity at Bunker Hill Superfund Site will be Government furnished from a supply point designated by the Contracting Officer. Equipment shall meet the following requirements:

- Shall have annual U.S. D.O.T. safety inspection and meet all safety standards set by the State of Idaho and Corps of Engineers.
- 350 horsepower with engine brake.
- Self contained filler pump with minimum 300 GPM capacity.
- 4,000 gallon capacity.
- 40 to 50 feet of suction filler hose.
- Backup warning device.
- 50 percent of original tread depth on tires.
- Single unit, tandem drive axle.
- Minimum 20 feet pressurized front and rear discharge road watering (4 spray heads).
- 75 feet of 1 inch discharge hose on power reel.

1.3.2 Sand Truck

Provide a sanding truck of minimum capacity specified having sand dispersal tailgate. The source of sand for this activity will be furnished by the contractor under the contract line items ~~Government furnished.~~

1.3.3 Street Sweeper

Provide a street sweeper, vacuum type, of minimum capacity specified. The unit shall moisten accumulated particles to minimize dust generation and shall be equipped with a high filtration air discharge system to limit spread of materials.

1.3.4 Mow Roadside Weeds

This work item includes providing a mechanical mowing machine suitable for mowing roadside weeds and mowing weeds as directed.

1.3.5 Snow Plowing/Removal from Roads and Parking Areas

This work item includes providing a grader or similar equipment for snow removal from roads, parking areas and other vehicle access areas as directed by the Contracting Officer.

PART 2 PRODUCTS ~~(NOT USED)~~

2.1 TRACTION SAND

Traction sand shall conform with the latest edition of the Idaho Transportation Department Standard Specifications, Section 703.10, Aggregate for Anti-Skid, Type 2.

PART 3 EXECUTION

3.1 GENERAL

Work will be as requested by the Contracting Officer and shall be completed to the Contracting Officer's satisfaction.

END OF SECTION